

CONTRACTOR & LICENSE AGREEMENT

This AGREEMENT is made and entered into this _____ day of March, 2025, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner,” and Flock Group, Inc., hereinafter referred to as the “Contractor”.

WITNESSETH:

1. **Scope of Work:** For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to provide standard implementation services for the installation of law-enforcement-grade, solar-powered license plate recognition cameras with Vehicle Fingerprint technology and real-time alerts for unlimited users (the “Equipment”) as specified in accordance with the plans, specifications, and directions contained in this Agreement and the exhibits to this Agreement, which are attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor’s Order Form

Exhibit B. Insurance

Exhibit C. Camera Locations

Exhibit D. Flock Master Service Agreement

2. **Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **eighty-six thousand one hundred dollars and zero cents (\$86,100.00)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City. City will pay Contractor only after City has inspected and accepted all work to be completed and upon the receipt of an invoice from Contractor, terms net thirty (30) days. Notwithstanding any other language to the contrary in Exhibit D, City shall not be obligated to pay fee increases during the term of this agreement without a formal written amendment to this Agreement.

3. **License, Locations, and Installation Standards:** Owner hereby grants to Contractor a nonexclusive license to place and operate its equipment on Owner’s right of way or in other locations to which Owner obtains permission.

(a) **Locations:** Owner and Contractor shall mutually agree on all locations where Contractor’s Equipment will be installed. Contractor shall install its equipment at the locations listed in Exhibit C, unless otherwise approved by the Chief of Police or his designee. The locations listed in Exhibit C may be amended upon mutual written agreement of the Chief of Police and Contractor, and up to five (5) additional cameras in other locations may be added by mutual written agreement of the Chief of Police and Contractor. However, any increases are subject to available funding, and additional locations and additions to the contract price exceeding the nineteen (19) cameras authorized in this

Agreement must be authorized by a formal written amendment to this Agreement.

- (b) Utility Location: Contractor shall notify all relevant utilities of its work and secure any permissions necessary to install its Equipment. Contractor agrees to provide comprehensive utility notification to both above and below ground utility providers including but not limited to gas, electricity, water and sewer, and cable and broadband service providers and obtain any permissions necessary prior to performing installation.
- (c) Work Site Maintenance & Restoration: At all times, Contractor shall maintain work sites in a sanitary, safe, reasonably clean, and orderly manner. Contractor shall clean up and remove from the premises all refuse, rubbish, scrap materials, and debris caused by its employees or its subcontractors resulting from the Work. Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws, including, but not limited to all applicable portions of the City's stormwater control ordinance. The Contractor shall dispose of any hazardous material in a safe manner, off site, in accordance with applicable laws and regulations and shall not dispose of volatile or hazardous waste in storm or sanitary sewer drainage ditches, streams, or waterways. All rubbish created by or in connection with the Project must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City. Contractor shall restore any disturbance or damage to streets, curbs, crosswalks, pavement, sidewalks, fences, and other public, utility, and private property to their former condition or better. If Contractor fails to complete or commence to complete said repairs or restoration within ten (10) days after notice from City, then City will withhold payments until such work is finished by the Contractor.
- (d) Traffic Control. Contractor shall provide traffic control services during installation according to the AASHTO Manual on Uniform Traffic Control Devices. Contractor shall coordinate any necessary lane or road closures with the City's Police and Engineering Department at least three (3) business days prior to the requested closure.

4. Term of Agreement: This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire two (2) years after the effective date of this Agreement. This Agreement may be automatically renewed for three (3) additional one-year terms, unless either party gives notice of its intention to terminate the agreement by providing thirty (30) days' written notice prior to the end of the then-current term.

5. Time of the Essence: Time is of the essence in Contractor's performance of its work and other obligations described in this Agreement, and Contractor shall perform according

to the schedule furnished by Owner. The schedule can be updated or revised by the Owner, and the Contractor shall perform accordingly. Should Contractor be delayed through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

6. Subcontractors: Contractor shall promptly make payments to all persons supplying the Contractor with labor, tools, supplies, and equipment used or to be used in the prosecution of the work or in connection therewith. Any payments not so made by the Contractor when earned or due may be made by the Owner and the amounts thereof deducted from any moneys at any time earned or due the Contractor under this agreement. Furthermore, Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. Contractor hereby waives and releases any lien or right of lien subcontractors may assert against the improved property, the Owner, or any contract funds as provided by law or in equity.

7. Work Conditions: All construction, installation, and work performed hereunder by Contractor and its employees, if any, shall be in strict accordance with the plans, specifications, and directions furnished by the Owner. Contractor shall, at Contractor's expense, comply with the Owner's clean-up, operational, and other facility procedures and shall at all times keep the premises free from debris and unsafe conditions resulting from the Contractor's Work. Contractor shall give adequate notices to any and all authorities pertaining to the Contractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Contractor's Work.

8. Owner Suspension of Work: Owner may expressly order the Contractor in writing to suspend, delay, interrupt, or terminate all or any part of the Contractor's work for such period of time as may be determined to be appropriate for the convenience of the Owner. In such event, Owner shall not be liable for unearned anticipated profit on the Contractor's work not performed as of the termination date, nor shall Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

9. Compliance with Laws: Contractor promises and agrees that it will be responsible for all workmen employed or engaged by it in the performance of this contract and that it will be responsible for complying with all Federal and State laws and regulations pertaining to the withholding of income taxes, Social Security, and unemployment compensation payments of its employees. Contractor warrants and agrees that it and its employees shall at all times observe and comply with all applicable laws and regulations of the United States and of any state, county, or city having jurisdiction of the place where any work hereunder is being done.

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. Contractor shall defend, indemnify, and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the

Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor hereby represents, warrants and covenants to Owner as follows: Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

10. Independent Contractor: It is expressly agreed by and between the parties hereto that the Contractor is an independent contractor and said Contractor shall not be deemed or construed to be an employee or agent of Owner, or any of Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

11. Insurance & Indemnification: Contractor will furnish Owner a Certificate of Insurance naming Owner as an additional insured acceptable to Owner, at the time of execution of this Agreement. Contractor shall provide the types and limits of insurance provided in Exhibit B to this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement. This clause shall govern notwithstanding any language to the contrary in any Exhibit to this Agreement.

12. Termination: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within thirty (30) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner.

13. Governing Law & Dispute Resolution: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement. All claims, disputes, and any other matters in question between Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided either by a court located in Madison County, Alabama.

14. Open Trade: By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

15. Entire Agreement & Amendments: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. Unless otherwise provided in this Agreement, there shall be no amendment of this Agreement, except in writing, signed by both parties, executed with the same formalities as with original instrument.

16. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

17. Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. No Third-Party Beneficiaries: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19. Conflicts: Notwithstanding any language to the contrary in any Exhibits to this Agreement, in the event that the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, including the Flock Safety Terms of Service referenced in Attachment A, the terms set forth in the body of this Agreement shall prevail.

20. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

21. Notices:

All notices to the City shall be addressed as follows:
City of Madison Police Department
Attn: Chief of Police Johnny Gandy
100 Hughes Road
Madison, Alabama 35758

With a copy to:
City of Madison Legal Department
Attn: City Attorney
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed as follows:
Flock Group, Inc.
1170 Howell Mill Road, Suite 210
Atlanta, GA 30318

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of March 2025.

Notary Public

**FLOCK GROUP, INC.
CONTRACTOR**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §
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COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Flock Group, Inc. is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of March 2025.

Notary Public

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