

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama, at 5:00 p.m. on the 26th day of February, 2024. The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

Danny Pettus	Chairman
Roger Garner	Commissioner, District 1
Brad Black	Commissioner, District 1
Joe Hackworth	Commissioner, District 2
Fay Parker	Commissioner, District 2

Chairman Danny Pettus, upon declaration of a quorum being present, opened the meeting for the transaction of business.

The invocation and Pledge of Allegiance were delivered by Chairman, Danny Pettus.

Award/Presentations: None

Public Comments on Agenda Items: None

Commissioner Garner moved, seconded by Commissioner Parker that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion and upon a vote taken, motion was unanimously approved. Agenda is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion and upon vote taken, motion was unanimously approved.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve beginning the process of vacation for a portion of an unnamed, not constructed street that is documented in a Petition and Declaration of Vacation signed by the abutting landowners, Brian Barton and April B. Barton. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Black to approve entering into a new contract with Flock Group Inc. of Atlanta, Georgia. In this agreement, there will be a recurring annual fee of ten thousand dollars paid from the Lauderdale County Sheriff's Department discretionary fund for the term of two years. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made part of these minutes.

Commissioner Black moved, seconded by Commissioner Parker to renew a Memorandum of Understanding between the Florence Police Department and Lauderdale County Sheriff's Department concerning the joint Special Weapons and Tactics Team. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Parker to agree enter into a service agreement with CINTAS for rental uniforms for Lauderdale County Solid Waste employees. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Hackworth to stand in opposition to any statewide policy that would allow off-road vehicles to be licensed and operated on Lauderdale County roads. Commissioner Hackworth referred to Lauderdale County Engineer, Eric Hill to speak on the matter. Eric Hill was concerned with off-road vehicles not being made to drive on pavement, and the safety concerning children not able to be restrained properly in car seats in the off-road vehicles. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded. and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to enter into an agreement with architects, McKee & Associates, Inc., for the design, and overseeing of renovations on the third floor of the Lauderdale County Courthouse. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

All invoiced bills were audited and ordered to be paid by a motion made by Commissioner Black seconded by Commissioner Parker. Commissioner Parker commented on how low the road department and solid waste departments spending was this time. Upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

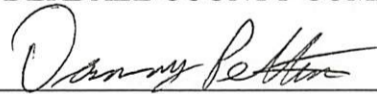
LAUDERDALE COUNTY CHECKS ISSUED :
February 12, 2024 - February 25, 2024

1	General-Special	61377-61444	881,287.86
		Voided Clk# 61387	
2	Agri-Business Fund	4089	137.20
	Pistol Permit Revenue		
3	Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	N/A	0.00
5	LEPA Fund	9127-9133	4,535.41
6	Gasoline Tax Fund	18861-18874	214,429.69
	Public Bldg., R & B		
7	Special	485	2,432.75
	Public Highway & Traffic		
8	Fund	N/A	0.00
	Al. Trust Capital		
9	Improvement Fund	N/A	0.00
10	RRR Gasoline Tax Fund	750	20,279.82
11	Reappraisal Fund	12721-12730	33,571.84
	Reappraisal Money		
12	Market	N/A	0.00
	Tourism, Rec. & Convention		
13	Fund	626	750.00

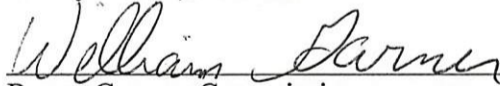
14	RSVP Fund	18275-18280	1,986.31
15	Child Protection Fund	1285	1,740.67
16	Rebuild Alabama Gas Tax Fund	N/A	0.00
17	Rebuild Alabama Diesel Tax Fund	N/A	0.00
18	Federal Aid Exchange Fund	N/A	0.00
19	Workforce Development Center Fund	N/A	0.00
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	1021	206,342.10
22	Coronavirus Rescue Act Fund	N/A	0.00
23	CDBG Fund	N/A	0.00
24	Solid Waste Fund	9415-9427	369,025.11
25	Account Payable Fund	48174-48225	191,159.70
26	Fire Protection Fee Fund	5083-5096	69,993.98
27	Industrial Development Tax Fund	1245	595,410.57
28	Tobacco Tax Fund	N/A	0.00
29	TVA Tax Fund	6519-6531	415,970.71
TOTAL			\$ 3,009,053.72

There being no further business to come before the Commission and upon a motion made by Commissioner Parker and seconded by Commissioner Black, the meeting was duly adjourned.

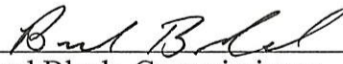
LAUDERDALE COUNTY COMMISSION



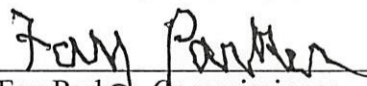
Danny Pettus, Chairman



Roger Garner, Commissioner

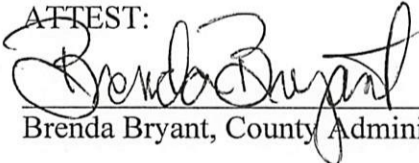


Brad Black, Commissioner

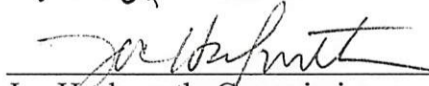


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
February 26, 2024

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Chairman Danny Pettus
4. AWARDS AND PRESENTATIONS
5. (a)PUBLIC COMMENTS ON AGENDA ITEMS

Per Rules of Procedure there is a three-minute time limit

REGULAR BUSINESS

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—Property Vacation
4. Resolution—Flock Group License Plate Detection Agreement
5. Resolution—City of Florence Police Department MOU
6. Resolution—CINTAS
7. Resolution—Off Road Vehicle Legislation
8. Resolution—Courthouse Renovation
9. Audit and Approve Invoiced Bills

B. SCHEDULED PUBLIC HEARINGS – none

C. STAFF REPORTS

D. PUBLIC COMMENT PERIOD - Per Rules of Procedure, three-minute time limit

E. ADJOURN

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission accepts going forward with the process of vacation in Lauderdale County, Alabama. A portion of an unnamed, not constructed street that is documented in a Petition and Declaration of Vacation signed by the abutting landowners, Brian Barton and April B. Barton: and

BE IT RESOLVED, the Lauderdale County Commission approves beginning this process of vacation with all appropriate paperwork being in order.

Done this the 26th day of February, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

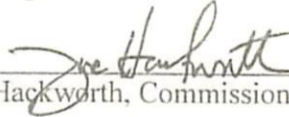


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA

LAUDERDALE COUNTY

PETITION FOR VACATION OF ROAD

WHEREAS, Brian Barton and his wife, April B. Barton, declare that they are the owners and persons having an interest in all of the land abutting the portion of a dedicated fifty foot (50') unnamed road hereinafter described; and

WHEREAS, the owners having an interest hereby petition the County Commission of Lauderdale, Alabama ("the Council") for a resolution vacating and abandoning to them the roadway hereinafter described; and

WHEREAS, Alabama Land Services, Inc. has certified in writing that Mr. and Mrs. Barton are the only persons who own property adjoining or abutting the portion of the roadway described below, a copy of which is attached to this Petition as Exhibit 1; and

WHEREAS, this vacation shall not deprive any other property owners of such right as they may have to convenient and reasonable means of access to their properties.

NOW, THEREFORE, the undersigned, Brian Barton and his wife, April B. Barton, being the sole owners and the only persons having an interest in the property adjoining the portion of easement to be vacated, respectfully request that the Commission vacate the following described road:

A portion of an unnamed, not constructed street (50 foot right of way), same as appears on the plat of Lakeside Acres Subdivision, same as appears in the Office of Judge of Probate, Plat Book 2, Page 118 and 119, said portion lying Eastward of a portion of Lot 4 and Lot 5 of said Lakeside Acres subdivision, and being more particularly described as follows: Commence at a PLS #14118 Ben Mullins pin found on the Southeast corner of Lot 3 of A Resurvey of Part of Lot 3, Lot 4 and Part of Lot 5, Lakeside Acres, Plat Book 6, Page 103; thence along the West line of an unnamed, not constructed street, N 35° 51' 15" E, 42.67 feet to a PLS #14118 Ben Mullins pin found; thence leave the West right of way line S 80° 01' 02" E, 72.77 feet to a point on the East line of said right of way; thence along said right of way line and along a curve to the left, said curve having a radius of 50 feet and an arc length of 87.57 feet and

a chord bearing and distance of S 41° 35' 55" E, 76.80 feet to a point; thence N 88° 13' 43" E, 131.81 feet to the POINT OF THE BEGINNING of Vacation 2 hereby described; said point also lying on the point of curvature of a curve to the left; said curve having a radius of 25.00 feet and an arc length of 36.36 feet; thence along said right of way line and along the arc of said curve N 46° 33' 38" E, 33.24 feet to a point; thence continue along the West right of way line of said unnamed, not constructed street, N 04° 53' 32" E, 77.32 feet to the point of curvature of a curve to the right at the cul-de-sac of said unnamed, not constructed street, said cul-de-sac having a radius of 50 feet; thence along said right of way line and the arc of said curve 261.80 feet (chord bearing and distance: S 85° 01' 39" E, 50.00 feet to a point) on the East right of way line of said unnamed, not constructed street; thence along said East line, S 04° 53' 32" W, 93.66 feet to a point; thence S 88° 13' 43" W, 72.59 feet to the POINT OF BEGINNING of Vacation 2 hereby described; said tract of land contains 0.29 acres ± and is subject to any and all easements or restrictions of record or unrecorded affecting said property.

The purpose of this Petition is to effect the vacation and abandonment of the above-described portion of roadway to the abutting property owners and to destroy the force and effect of any dedication by use, map, plat or otherwise, and to divest any and all rights of the public, including any rights which may have been acquired by prescription or otherwise, in the part of the roadway hereby vacated.

The above-described portion of roadway lies within the planning jurisdiction of Lauderdale County, Alabama.

[Signatures and notary acknowledgement appear on next page]

Executed this 31st day of August, 2023.

Brian Barton
Brian Barton

April B. Barton
April B. Barton

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **Brian Barton** and his wife, **April B. Barton**, whose names are signed to the foregoing Declaration of Vacation of Road and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, they executed the Declaration voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of August, 2023.

Ashley M. Murks
Notary Public
My commission expires: 12/3/25



THIS INSTRUMENT PREPARED BY:

Andrew J. Spry
Spry Law Firm, P.C.
250 South Poplar Street
Florence, Alabama 35630
P: (256) 764-7331
F: (256) 764-0766



Planning Commission Review

STREET VACATION ALLEY VACATION ROW VACATION

I. Requested Action

Street Vacation Alley Vacation Easement Vacation

Request to Vacate/Abandon the Following Described Right-Of-Way/Easement:

See legal description attached hereto as Exhibit 1

For the Purpose of:

Effecting the vacation and abandonment of the portion of roadway described in Exhibit 1 to the abutting property owners and to destroy the force and effect of any dedication by use, map, plat, or otherwise, and to divest any and all rights of the public, including any rights which may have been acquired by prescription or otherwise, in the part of the road being vacated.

It is warranted in good faith by the applicant, whose name is signed hereto, that all the facts are true and correct.

Andrew Jones
Applicant (or representative)

10/23/2023
Date

Owner (or representative)

Date

FOR DEPARTMENTAL USE ONLY:

Date Received: _____ Fee Received: _____ Certified List of Property Owners: _____

M. Bailey: _____ R. Muse: _____ T. Irons: _____ B. Smith: _____ L. Borden: _____

MEMORANDUM

TO: TIMESDAILY
FROM: Andrew J. Spry, Attorney for Petitioners
DATE: Tuesday, February 13, 2024
SUBJECT: Public Notice

Please place the following public notice as a Legal Ad in the Times Daily to run once each week for four consecutive weeks on Friday, February 16, 2024, Friday, February 23, 2024, Friday, March 1, 2024, and Friday, March 8, 2014.

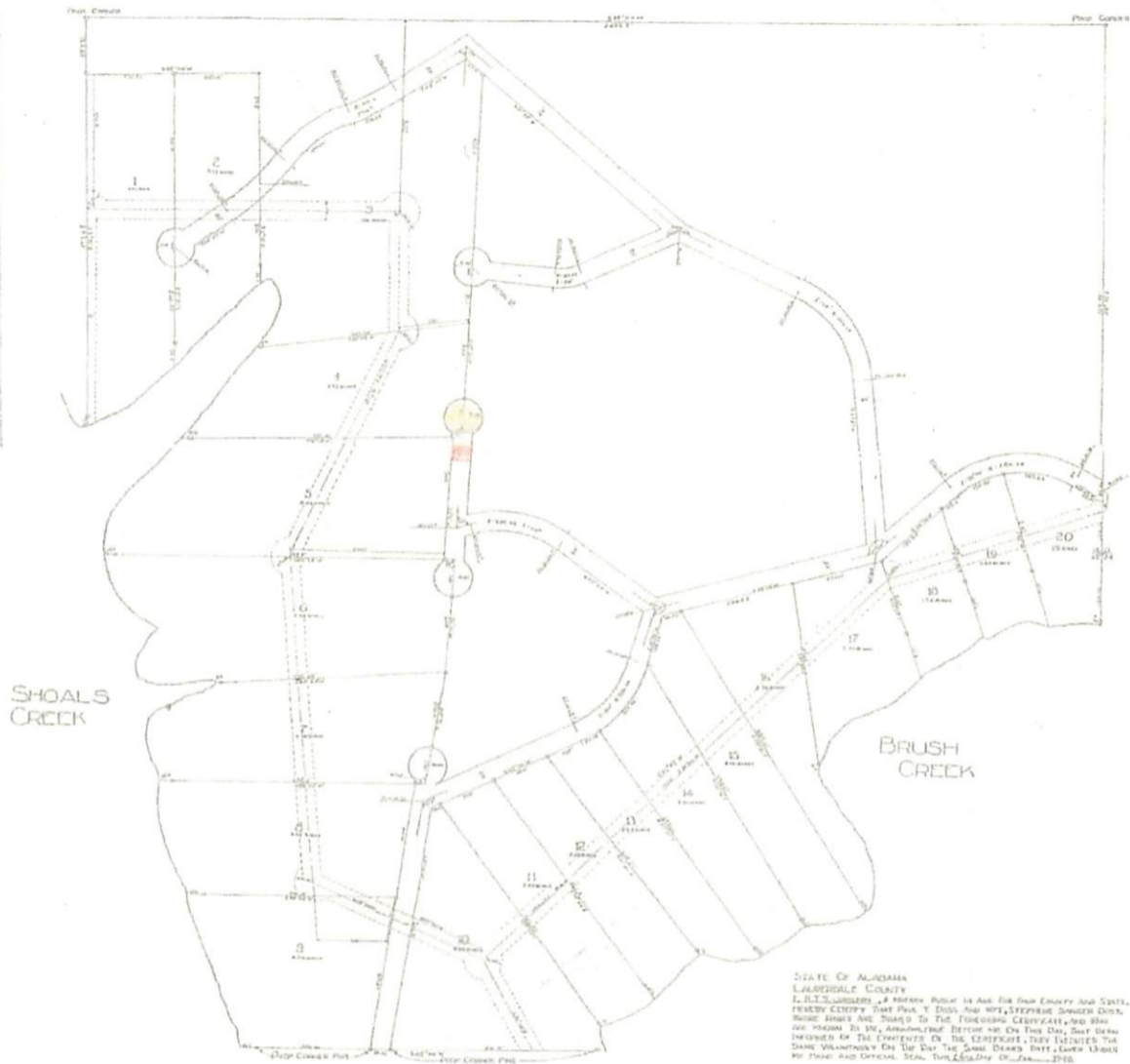
NOTICE OF VACATION OF ROADWAY

Notice is hereby given that a Petition for Vacation of Public Street in Lauderdale County, Alabama, has been filed with the Lauderdale County Commission pursuant to Alabama Code 23-4-2 (1975), and more particularly described as follows ("the vacated road"):

A portion of an unnamed, not constructed street (50 foot right of way), same appears on the plat of Lakeside Acres Subdivision, same as appears in the Office of Judge of Probate, Plat Book 2, Page 118 and 119, said portion lying Eastward of a portion of Lot 4 and Lot 5 of said Lakeside Acres subdivision, and being more particularly described as follows: Commence at a PLS #14118 Ben Mullins pin found on the Southeast corner of Lot 3 of A Resurvey of Part of Lot 3, Lot 4 and Part of Lot 5, Lakeside Acres, Plat Book 6, Page 103; thence along the West line of an unnamed, not constructed street, North 35° 51' 15" East, 42.67 feet to a PLS #14118 Ben Mullins pin found; thence leave the West right of way line South 80° 01' 02" East, 72.77 feet to a point on the East line of said right of way; thence along said right of way line and along a curve to the left, said curve having a radius of 50 feet and an arc length of 87.57 feet and a chord bearing and distance of South 41° 35' 55" East, 76.80 feet to a point; thence North 88° 13' 43" East, 131.81 feet to the POINT OF BEGINNING of Vacation 2 hereby described; said point also lying on the point of curvature of a curve to the left; said curve having a radius of 25.00 feet and an arc length of 36.36 feet; thence along said right of way line and along the arc of said curve North 46° 33' 38" East, 33.24 feet to a point; thence continue along the West right of way line of said unnamed, not constructed street, North 04° 53' 32" East, 77.32 feet to the point of curvature of a curve to the right at the cul-de-sac of said unnamed, not constructed street, said cul-de-sac having a radius of 50 feet; thence along said right of way line and the arc of said curve 261.80 feet (chord bearing and distance: South 85° 01' 39" East, 50.00 feet to a point) on the East right of way line of said unnamed, not constructed street; thence along said East line, South 04° 53' 32" West, 93.66 feet to a point; thence South 88° 13' 43" West, 72.59 feet to the POINT OF BEGINNING of Vacation 2 hereby described; said tract of land contains 0.29 acres, more or less.

Written comments will be received regarding proposed vacation by the Lauderdale County Commission, P.O. Box 1059, Florence, Alabama 35631 until 5:00 p.m. on Friday, March 8, 2024. Verbal comments will be heard during a public hearing as part of the County Commission meeting to be held at 11:00 a.m. on Monday, March 11, 2024.

LAKESIDE ACRES
PALL BOSS, DEVELOPER
 THE SW 1/4 OF THE SE 1/4 OF SEC 14, PART OF THE NE 1/4 OF SEC. 23
 T-25, R10W
 LAUDERDALE COUNTY, ALA.



Page 112

STATE OF ALABAMA
 COLEBURN COUNTY
 I, VERNON H. COOKHETT, Clerk of the Board of Commissioners of Coleburn County, do hereby certify that the foregoing is a true and correct copy of the original as filed in the office of the Clerk of the Board of Commissioners of Coleburn County, Alabama, on this 5th day of May, 1947.

STATE OF ALABAMA
 LAUDERDALE COUNTY
 I, PAUL T. BOSS, Surveyor General, do hereby certify that the foregoing is a true and correct copy of the original as filed in the office of the Surveyor General of Lauderdale County, Alabama, on this 5th day of May, 1947.

STATE OF ALABAMA
 LAUDERDALE COUNTY
 I, VERNON H. COOKHETT, Clerk of the Board of Commissioners of Lauderdale County, do hereby certify that the foregoing is a true and correct copy of the original as filed in the office of the Clerk of the Board of Commissioners of Lauderdale County, Alabama, on this 5th day of May, 1947.

Paul T. Boss
 Surveyor General

Vernon H. Cookhett
 Clerk of the Board of Commissioners

VERNON H. COOKHETT
 CLERK OF THE BOARD OF COMMISSIONERS
 COLEBURN COUNTY, ALABAMA
 DEPOSED AND DATED 5-29-47
 2044 LEASONS

LAKESIDE ACRES 112

STATE OF ALABAMA §

LAUDERDALE COUNTY §

WHEREAS, the Lauderdale County Commission will enter into an agreement with Flock Group, Inc. of Atlanta, Georgia, as they provide software and hardware for automatic license plate detection through Flock's technology platform; and

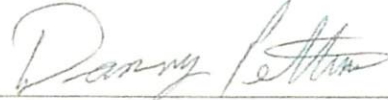
WHEREAS, the agreement states there will be a recurring annual fee of ten thousand dollars paid from the Sheriff's discretionary fund for the term of two years; and

WHEREAS, the agreement outlines the responsibilities of all parties and is included with this resolution.

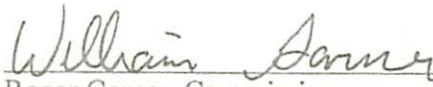
BE IT RESOLVED by the Lauderdale County Commission to enter into an agreement with Flock Group, Inc., and any budget amendments needed will be approved.

Done this the 26th day of February 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

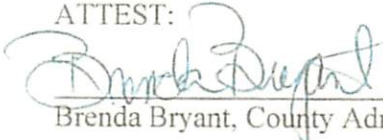


Brad Black, Commissioner

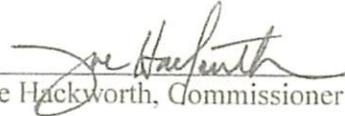


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

flock safety

EXHIBIT A ORDER FORM

Customer: AL - Lauderdale County Sheriff's
Office/Lauderdale County Commission
Legal Entity Name: AL - Lauderdale County Sheriff's
Office/Lauderdale County Commission
Accounts Payable Email: jdistefano@lauderdalecountyal.gov
Address: 200 S Court St Florence, Alabama 35630

Initial Term: 36 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$10,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$10,000.00
Annual Recurring Subtotal:	\$10,000.00
Discounts:	\$6,000.00
Estimated Tax:	\$0.00
Contract Total:	\$30,000.00

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.

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	S6,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
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 - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

Master Services Agreement

This Master Services Agreement (this "*Agreement*") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("*Flock*") and the entity identified in the signature block ("*Customer*") (each a "*Party*," and together, the "*Parties*") on this the 18 day of September 2023. This Agreement is effective on the date of mutual execution ("*Effective Date*"). Parties will sign an Order Form ("*Order Form*") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("*Notifications*");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "*Anonymized Data*" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "*Authorized End User(s)*" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "*Customer Data*" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4 "*Customer Hardware*" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "*Embedded Software*" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "*Flock Hardware*" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "*Flock IP*" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "*Flock Network End User(s)*" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “*Flock Services*” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “*Footage*” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “*Hotlist(s)*” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “*Installation Services*” means the services provided by Flock for installation of Flock Services.

1.13 “*Retention Period*” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “*Web Interface*” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("*Retention Period*"). Authorized End Users will be required to sign up for an account and select a password and username ("*User ID*"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "*Support Services*").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("*Service Interruption*"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("*Service Suspension*"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "*Customer Obligations*").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, 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.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("*Deployment Plan*"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("*Customer Obligations*"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

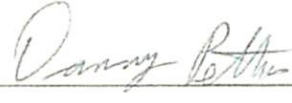
(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

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 Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: AL - Lauderdale County Sheriff's Office/Lauderdale County Commission

By: 
Name: Mark Smith
Title: General Counsel
Date: 2/29/2024

By: 
Name: Danny Pettus
Title: Chairman
Date: 2/26/24
PO Number: _____

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Sherrif's Department is renewing a Memorandum of Understanding with the Florence Police Department; and

WHEREAS, the Memorandum of Understanding outlines the terms, provisions and responsibilities of all parties as both agencies form a joint SWAT/Tactical Team; and

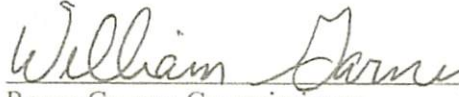
BE IT RESOLVED, the Lauderdale County Commission to approve the terms and conditions of this Memorandum of Understanding.

Done this the 26th day of February, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

MEMORANDUM OF UNDERSTANDING
Between Florence Police Department
and Lauderdale County Sheriff's Office

1. Parties

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **Florence Police Department** and the **Lauderdale County Sheriff's Office**.

2. Purpose

The purpose of this MOU is to establish the terms and conditions under which both agencies form a joint SWAT/Tactical Team.

3. Term of MOU

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities. It shall remain in full force and effect for not longer than one (1) month beyond the current term of office of Chief Ron Tyler, Florence Police Department or Sheriff Joe Hamilton, Lauderdale County Sheriff's Office. This MOU may be terminated, without cause, by either party upon a 30-days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. Payment

Payment for services (officer salaries) will be the responsibility of each respective agency. The City of Florence will be responsible for compensating officers employed by the Florence Police Department. Lauderdale County will be responsible for compensating deputies employed by the Lauderdale County Sheriff's Office. Training will be compensated in accordance with each respective agency's policies and procedures.

5. Responsibilities of the Lauderdale County Sheriff's Office

The Lauderdale County Sheriff's Office agrees to allow deputies assigned to the joint SWAT/Tactical Team sixteen (16) hours per month to attend team training. Each deputy must also be allowed to respond to call-outs as they occur.

6. **Responsibilities of the Florence Police Department**

The Florence Police Department will issue joint SWAT/Tactical Team members with basic equipment. This includes a helmet, 2-rifle plates, a rifle, rifle optics (as available), and a radio.

7. **General Provisions**

- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. **Authority Granted and Composition/Command.** Florence Police Officers and Lauderdale County Sheriff Deputies assigned to the joint SWAT/Tactical Team, currently set at up to 16 and 4 members respectively, and performing duties pursuant to this MOU are subject to the direction and control of Florence Police Department Chief Ron Tyler, or his designee (SWAT Commander). This includes a specific selection and dismissal process and standard that must be maintained by all joint SWAT/Tactical Team members in accordance with Florence Police General Order 24.2.1. Nothing in this MOU shall be interpreted to authorize any assigned peace officer to exercise any power that the **Florence Police Department or the Lauderdale County Sheriff's Office** is not authorized to exercise.
- C. **Entirety of Agreement.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. **Sovereign Immunity.** The Florence Police Department and the Lauderdale County Sheriff's Office and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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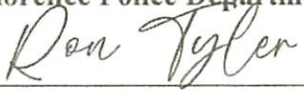
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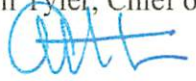
8. **Signatures**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

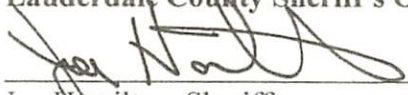
Florence Police Department

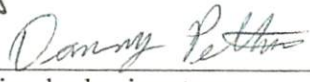
 01/08/2024

Ron Tyler, Chief of Police Date


Governing body signatures

Lauderdale County Sheriff's Office

 2/26/24

Joe Hamilton, Sheriff Date


Governing body signatures

STATE OF ALABAMA §

LAUDERDALE COUNTY §

WHEREAS, the Lauderdale County Commission will enter into a three-year service agreement with CINTAS, as they will be providing rental uniforms for Lauderdale County Solid Waste Department; and

WHEREAS, the attached signed agreement will describe in detail what is expected of both parties; and

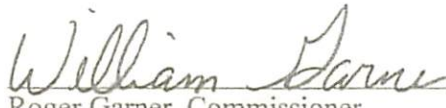
BE IT RESOLVED by the Lauderdale County Commission to enter into an agreement with CINTAS, and any budget amendment needed will be approved.

Done this the 26th day of February 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner



STANDARD RENTAL SERVICE AGREEMENT

Location No. 0241 Agreement No. 210446401 Customer No. 15200370 Date _____
 Customer LAUDERDALE COUNTY COMMISSION Phone 256-760-5878
 Address 5100 HIGHWAY 157 City FLORENCE State AL Zip 35633-7050

UNIFORM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X119	T-SHIRT - Rental	01	ANY	0.796
X270	CARGO PANT - Rental		ANY	0.294
X275	HI PERFORMANCE POLO - Rental		ANY	0.586
X376	CARHARTT ACTIVE JKT - Rental		ANY	1.149
X381	CARHARTT 5 PKT JN - Rental		ANY	0.375
X382	CARHARTT CARP JN - Rental		ANY	0.375
X383	CARHARTT PANT - Rental		ANY	0.375
X65386	WK-SHIRT/HI-VIS/ANSI2 - Rental		ANY	0.586
X69690	T SHIRT/PK/TH VIS LI - Rental		ANY	0.586
X75293	POLY PERFORMANCE TEE - Rental		ANY	0.586
X80501	WRK JCKT HV YELL REF - Rental		ANY	1.171
X894	DENIM JEAN - Rental	01	ANY	0.831
X935	COMFORT SHIRT - Rental		ANY	0.200

EMBLEM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
L50HEL	LAUDERDALE BK/NMW/HIVISYLW/NVY		ANY	1.171
L50FNM	LAUDERDALE CO BR/NMW/YLW/DKNVY		ANY	1.754
L50FQH	LAUDERDALE BK/NMW/GRN/WHIT		ANY	1.171
L50FQJ	LAUDERDALE BR/NMW/NVYSLTMC/WHIT		ANY	1.754
LN6933	BB/NMW/BLUSLT/NVYSLTMC/WHIT B		ANY	1.171
LN8452	BB/NMW/HIVISYLW/HIVISYLW/NVY B		ANY	1.171

FACILITY SERVICES PRODUCTS PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price

- o This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- o The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- o COD Terms \$ _____ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- o Credit Terms - Charge Payments due 10 Days After End of Month
- o Automatic Lost Replacement Charge: Material _____ % of Inventory _____ \$ _____ EA
- o Make-Up Charge \$1.171 per garment.
- o Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$0.200 per garment
- o Artwork Charge for Logo Mat \$ _____
- o Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- o Service Charge: \$ _____ per delivery.
 This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- o Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$15,000 per garment will be assessed for employees size changed within 4 weeks of installation.
- o Uniform Advantage \$0.046 per garment Premium Advantage \$0.000 per garment
- o Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- o Emblem Advantage \$0.176 per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.



READY FOR THE WORKDAY™

STANDARD RENTAL SERVICE AGREEMENT

- Prep Advantage \$0.047 per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other _____

 / / _____ Initial and check box if Unilease. All garments will be cleaned by Customer.

 / / _____ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.

 / / _____ Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

 / / _____ Initial and check box if declining the Uniform Advantage Program

Customer certifies that it is is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc.No _____

By _____

Title _____

Accepted-GM _____

Please Sign Name Danny Patten

Please Print Name Danny Patten

Please Print Title Chairman

E-Mail d.patten@landredatex.com



STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garment issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
10. **Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.
17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work



environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

18. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

19. Prevailing Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

WHEREAS, the Lauderdale County, Alabama, County Commission stands in opposition to any statewide policies that would endanger the safety and well-being of citizens traveling on the county road and bridge system; and

WHEREAS, legislation has been introduced in the Alabama Legislature to allow off-road vehicles to be issued license plates and to share the same county roadways as large personal vehicles and 80,000-pound commercial trucks; and

WHEREAS, very few, if any, off road vehicles are designed to protect drivers from head-on collisions with a standard vehicle, even at speeds lower than 55 miles per hour; and

WHEREAS, off-road vehicles are generally constructed with a light weight design, especially in the rear, that would make it difficult for someone driving such a vehicle down a paved or dirt road to maintain control under all weather conditions; and

WHEREAS, enacting such legislation would create highly unsafe and fatal conditions for drivers and passengers utilizing county roads and bridges; and

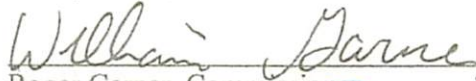
NOW, THEREFORE, BE IT RESOLVED BY THE LAUDERDALE COUNTY COMMISSION that it expresses its staunch opposition to any statewide policy to allow off-road vehicles to be licensed and operated on county roads.

Done this the 26th day of February 2024.

LAUDERDALE COUNTY COMMISSION



Danry Pettus, Chairman



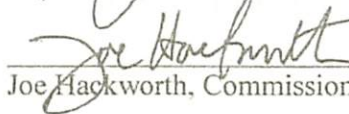
Roger Garner, Commissioner



Brad Black, Commissioner

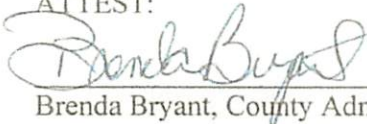


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

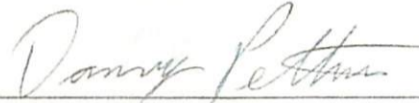
WHEREAS, the Lauderdale County Commission will enter into an agreement with Architects, McKee & Associates, Inc., as they will be designing, and overseeing renovations at the Lauderdale County Courthouse third floor; and

WHEREAS, the attached signed agreement will describe in detail what is expected of both parties; and

BE IT RESOLVED by the Lauderdale County Commission to enter into an agreement with McKee & Associates, Inc., and any budget amendment needed will be approved.

Done this the 26th day of February 2024.

LAUDERDALE COUNTY COMMISSION



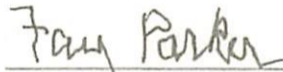
Danny Pettus, Chairman



Roger Garner, Commissioner

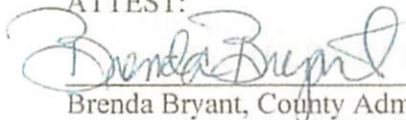


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

 **AIA**® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 11th day of January in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Lauderdale County Commission
200 S. Court St.
Florence, Al. 35630

and the Architect:
(Name, legal status, address and other information)

McKee & Associates Architects, Inc.
631 S. Hull St.
Montgomery, Al. 36104

for the following Project:
(Name, location and detailed description)

Renovations to Lauderdale County Courthouse

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

To be determined at a later date

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

7.25% of the Construction Cost. Estimated cost to be \$1,000,000

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

None

This Agreement entered into as of the day and year first written above.



OWNER (Signature) *Danny Peltus*

Lauderdale County Commission
(Printed name and title)



ARCHITECT (Signature)

McKee & Associates Architects, Inc
(Printed name, title, and license number, if required)

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