

**NORTH CAROLINA )**  
**)**  
**GUILFORD COUNTY )**      **AGREEMENT FOR INSTALLATION OF**  
**FLOCK SAFETY CAMERAS AT**  
**VARIOUS LOCATIONS**

THIS AGREEMENT, entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Greensboro, a North Carolina municipal corporation (hereinafter “CITY”) and Flock Group Inc. a Georgia corporation (hereinafter “Contractor”).

WHEREAS, CITY has requested the Contractor to install additional Flock Safety Cameras and CITY has agreed to permit this installation on terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein by and between each of the parties hereto, it is hereby agreed that:

1. Contractor will install the cameras, poles and other appurtenances (the “Equipment”) at the locations attached hereto as Exhibit A (the “Camera Locations”) and maintain said equipment in good and operational condition for the term of this encroachment agreement.
2. With regard to installation of the Equipment, CONTRACTOR agrees to obtain all necessary permits, licenses, and approvals and to meet all governmental regulatory requirements, environmental and otherwise, and to comply with all federal, state, and local regulations.
3. CONTRACTOR, its successors and assigns, agree to indemnify and hold harmless CITY, its officers and employees, from and against all damage, including injury to persons or damages to property, expenses or other liability incurred by City which may result from, arise out of, or be brought by reason of the Equipment, unless due to CITY’S negligence or failure to maintain the Equipment as provided herein. In case any suit or cause of action shall be brought against the City on account of any act, action, neglect, omission or default on the part of the CONTRACTOR, its agents, subcontractors, employees and/or patrons, CITY shall provide written notice of such suit or cause of action to CONTRACTOR within ten (10) days of service of process upon CITY and CONTRACTOR hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney fees and other expenses of such defense.
4. CONTRACTOR agrees and understands that the Equipment may be removed at such future time as conflicting CITY work within the right-of-way necessitates its removal or if safety concerns arise with the Equipment. Upon notification of the CONTRACTOR by the CITY of the need for removal, the CONTRACTOR shall take action to remove said equipment within 30 days and shall be responsible for any costs associated with such removal. In such event CONTRACTOR will remove all of the above-ground equipment, pads and structures installed by CITY, fill any holes caused by such removal, and leave the site in a level, clean, safe, sound and operative condition.
5. CONTRACTOR further agrees and understands that the Equipment shall be removed at such time as the CITY terminates any services contract with the CONTRACTOR. Upon notification of the CONTRACTOR by the CITY of the need for removal, the CONTRACTOR shall take action to remove said equipment within 30 days and shall be

responsible for any costs associated with such removal. In such event CONTRACTOR will remove all of the above-ground equipment, pads and structures installed by CITY, fill any holes caused by such removal, and leave the site in a level, clean, safe, sound and operative condition.

6. CONTRACTOR will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.
7. The CITY may terminate this Agreement in whole or in part upon written notice to CONTRACTOR (delivered by Certified Mail, Return Receipt Requested) at any time. If the Agreement is terminated by the CITY before performance is completed, CITY shall reimburse CONTRACTOR for work not completed and in such event CITY will completely restore the intersection and CONTRACTOR property to the condition prior to any construction activity and leave the site and facilities in clean, safe, sound and operative conditions.
8. Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid and certified mail, return receipt requested and addressed as follows:

If to CONTRACTOR:

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

If to the City of Greensboro:

300 W. Washington Street  
Greensboro, NC 27402  
Attention: Chris Spencer, GDOT

9. This Agreement shall be binding upon and inure to the benefit of the parties and their agents, grantees, successors, and assigns. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other party.
10. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements among the parties hereto (whether written or oral, express or implied) and is intended as a final expression of their mutual understanding. This Agreement shall not be altered, modified or amended except in writing signed by the duly authorized representatives of the parties hereto and specifically referring to this Agreement. If any provision of this Agreement for any reason shall be declared invalid, illegal, or unenforceable, such decision shall not affect the validity of any remaining provisions that shall remain in full force and effect.

11. This Agreement may be executed in counterparts and all so executed shall constitute one Agreement, notwithstanding that all parties are not signatories to the original or the same counterpart.

12. E-Verify

The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

13. Iran Divestment Certification

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147- 86.55 et. seq. and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

14. Divestment from Companies Boycotting Israel Certification

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.



Exhibit A  
Camera Locations

Camera #1: English Street at Market St. Southbound, Latitude 36.07572311023103, Longitude 79.75774954944379. Flock Pole

Camera #2: East Gate City Blvd at South Benbow Road Eastbound, Latitude 36.064288105762174, Longitude 79.77157271287854. Flock Pole

Camera #3: East Gate City Blvd at South Benbow Rd Westbound, Latitude 36.064523764518526, longitude 79.77176559984787. Wood Utility Pole

Camera #4: Martin Luther King Jr. Drive at East Bragg Street Northbound, Latitude 36.063908633607745, Longitude 79.78631548410316. Flock Pole

Camera #5: Martin Luther King Jr. Drive at East Bragg Street Southbound, Latitude 36.064123086946786, Longitude 79.78664176703954. Flock Pole

See attached maps further detailing the locations.