

CT-6002-PS2025*0101

**AGREEMENT Between
THE CITY OF CLEVELAND and
FLOCK GROUP, INC.
For Licenses and Maintenance Services for
Automated License Plate Reader Solution
For the Division of Police**

THIS AGREEMENT is made this 1st day of May, 2025, between the City of Cleveland ("City"), a municipal corporation in the State of Ohio, through its Director of Public Safety, ("Director"), pursuant to the authority of Cleveland Codified Ordinance No. 181.102 and Cleveland Board of Control Resolution No. 67-25, adopted on February 12, 2025 (both attached hereto as Exhibit A), and Flock Group, Inc., ("Contractor"), a Delaware corporation authorized to transact business in the State of Ohio, with principal offices at 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318, through its duly authorized officer (each a "Party" and collectively, the "Parties").

RECITALS

1. Under the authority of Cleveland Ordinance No. 385-2022, passed by Cleveland City Council on May 8, 2022, the City, through its Director of Public Safety, entered into Contract No. CT-6002-PS2023-0166 with Contractor for professional services and equipment for an Automated License Plate Reader Solution to support increased situational awareness and real time operational decision making for the Division of Police, Department of Public Safety for a period of one (1) year.

2. The City desires to supplement the regularly employed staff of the several departments of the City to obtain the annual licenses and maintenance services for Contractor's Automated License Plate Reader Solution for a period of two (2) years starting on June 29, 2024.

3. Contractor has proposed by its invoice, dated August 15, 2024, attached as Exhibit B, to provide the above-described professional services.

4. The City desires to engage Contractor to furnish such services subject to the terms, conditions and provisions of this Agreement.

In consideration of the foregoing, the payments and the mutual agreements contained in this Agreement, the Parties agree as follows:

ARTICLE I. SERVICES OF CONTRACTOR

A. Specific Services

As of the Effective Date and by execution of this Agreement, the City accepts and Contractor agrees to provide annual licenses and maintenance services for Contractor's Automated License Plate Reader Solution for the City's Division of Police as provided by Exhibit B and Contractor agrees to be bound by any remaining obligations, if any, of Contract No. CT-6002-PS2023-0166 and the exhibits and attachments incorporated thereto, which is attached by reference to this Agreement as Exhibit C.

ARTICLE II. TERM

The term of this Agreement for completion of all services shall commence on June 29, 2024, and, unless extended by the Parties upon written amendment to this Agreement or unless canceled or terminated pursuant to the provisions of this Agreement, will terminate two (2) years thereafter.

ARTICLE III. PAYMENTS

A. Amount

The City shall pay Contractor for accomplishment of all services required hereunder a total fee not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), pursuant to the itemized costs set forth in Exhibit B.

B. Payment

The City shall pay Contractor after submission of an itemized invoice to and approval by the Director of Public Safety or his/her designee. If the invoice is not acceptable, the Director or his/her designee shall inform Contractor of the reasons it is not and the corrective actions necessary to qualify the invoice for approval. No other charges shall be made unless expressly approved in writing by the Director of Public Safety and only upon certification of funds sufficient to cover the additional costs and expenses. The City shall not pay any late charges, interest, finance charges, service charges, or any cancellation fee.

C. City Tax Exempt

The City is exempt from all sales, use, and excise taxes any other assessments in the nature of taxes, however designated, and Contractor shall not charge City for such taxes in any form.

D. Acceptance

No payment made under this Agreement shall be construed to be an acceptance of deficient or unsatisfactory work.

ARTICLE IV. SUBCONTRACTING

None of the services covered by this Agreement shall be subcontracted to a subcontractor or third party without the prior written approval of the Board of Control. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

Subcontracting shall not relieve Contractor of any of its obligations under the Agreement. Contractor shall be and remain solely responsible to the City for the acts or faults of any subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall be considered an agent or employee of Contractor to the extent of its subcontract. Prior to use of subcontractor, Contractor shall notify City in writing of the name and address of any subcontractor used by Contractor in the performance of this Agreement. Contractor and any subcontractor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due any subcontractor.

ARTICLE V. ASSIGNMENT

Neither Party shall assign or attempt to assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other Party. Any attempt to do so without prior written consent shall result in immediate termination of this Agreement. Approval by the other Party shall not be unreasonably withheld or delayed.

ARTICLE VI. COMPLIANCE WITH LAWS AND POLICIES

This Agreement is subject to, and Contractor shall comply with, all statutes, ordinances, regulations and rules of the Federal Government, the State of Ohio, the County of Cuyahoga, and the City of Cleveland.

ARTICLE VII. INDEMNIFICATION AND INSURANCE

A. General Indemnification

Contractor shall indemnify and hold harmless the City and its officers, agents and employees ("Indemnified Parties") from and against all third-party losses, claims, expenses, causes of actions, costs, damages and obligations, financial or otherwise, arising out of the negligent act(s) or omission(s) or willful misconduct of Contractor that results in injury to persons, death or damage to property or Contractor's violation of law applicable to Contractor's performance of this Agreement ("Claims") pursuant to this Agreement; and Contractor shall, at its own expense, defend the Indemnified Parties in all litigation, pay all reasonable attorneys' fees, damages, court costs and other expenses arising out of such Claims incurred in connection therewith; and Contractor shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the Indemnified Parties, arising out of such claims.

B. Insurance Coverage

The Contractor, at its expense, shall at all times during the term of this Agreement, maintain insurance coverage as enumerated below:

- (1) Commercial general liability insurance with limits of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate.

- (2) Professional liability insurance with limits of not less than \$1,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$50,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
- (3) Workers' compensation and employers' liability insurance as provided under the laws of the State of Ohio.
- (4) Statutory unemployment insurance protection for all of its employees.

The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract. The City of Cleveland and its officer and employees shall named as additional insureds for all required insurance policies.

C. No Indemnification by City

Contractor acknowledges that the City, as an Ohio political subdivision, is prohibited from indemnifying a private party and City cannot and will not indemnify Contractor.

D. No Limit of Liability

The limits of insurance specified above shall in no way constitute the upper limits of liability for which Consultant is responsible under Subsection A, General Indemnification above.

ARTICLE VIII. CONFLICT OF INTEREST

No officer, employee or agent of the City of Cleveland who exercises any functions or responsibilities in connection with the planning and carrying out of the services under this Agreement, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

The Contractor agrees that it will not contract with any subcontractor that has any personal financial interest, direct or indirect. The Contractor further covenants that in the performance of this Agreement, no person having any conflicting interest shall be employed.

ARTICLE IX. TERMINATION

In the event that the Contractor shall materially breach the terms and conditions of this Agreement, and such material breach shall not have been cured within thirty (30) days after the Contractor's receipt from the City of written notification specifying such material breach then, in such event, or may terminate this Agreement upon written notification, and/or seek any right or remedy available at law, or in equity. The City shall also have the rights and remedies in Article XVI, which may be exercised singularly or in combination.

The Contractor shall have the right to terminate this Agreement in the event that the City shall materially breach its fulfillment of the terms and conditions of this Agreement, and such material default shall not have been cured within thirty (30) days after the City's receipt from the Contractor of written notification specifying such material breach.

In the event that this Agreement is terminated by either Party, the Contractor will provide the City with a detailed description of all work completed and all work in progress, as is, as of the date of termination and the City shall provide to the Contractor reasonable payment for said work in progress. Contractor shall promptly reimburse the City for any overpayments.

Upon termination or expiration of this Agreement, Contractor will remove any applicable hardware at a commercially reasonable time period.

ARTICLE X. CONFIDENTIALITY

The Contractor, its agents and employees will keep and retain any and all information, data, and records generated under this Agreement in strictest confidence and will neither use such information or records nor disclose such information, data or records to anyone without the explicit prior written permission of the City's Director of Public Safety. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents and employees. Contractor shall have no discretion to determine if any such records are public records subject to release and shall promptly notify and defer to the City's determination should this issue arise.

The Contractor acknowledges and agrees that the City is subject to and must comply with Ohio Public Records Laws and that any restriction on this legal duty is null and void.

ARTICLE XI. FORCE MAJEURE

The Contractor shall not be liable for delays in completion of the work nor the City for payment for services due to any causes not reasonably foreseeable by the Parties to this Agreement at the time of the execution of the Agreement which are beyond the reasonable control of the delayed Party and not due to the fault or negligence of the delayed Party. This shall include, but not be restricted to, acts of God or a public enemy, acts of the Federal Government or State of Ohio Government, freight embargoes, or court actions; acts of another contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantines and strikes; weather of unusual severity such as hurricanes, tornadoes and cyclones; nuclear radiation or radioactive contamination; and other like factors of unusual severity which directly affect or prohibit work or delay payments under this Agreement.

ARTICLE XII. INDEPENDENT CONTRACTOR

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Cleveland. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City of Cleveland and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Cleveland, nor shall any such person be entitled to any benefits available or granted to employees of City of Cleveland.

ARTICLE XIII. NOTICES; PAYMENTS

All notices given by one Party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail, or first class U.S. mail, postage prepaid and addressed to the Parties at the respective addresses set forth in this Agreement, or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, or (iii) three (3) days after mailing in the case of first class or certified U.S. mail. Such notices shall be sent to:

To the City:

c/o Director of Public Safety, 601 Lakeside Ave., Room 230, Cleveland, Ohio 44114.

To the Contractor:

Flock Group, Inc., 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318
Attention: Legal Department

ARTICLE XIV. SEVERABILITY

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

ARTICLE XV. INTEREST OF CONTRACTOR

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that no person having any such interest shall be employed in the performance of this Agreement.

ARTICLE XVI. DEFAULT AND REMEDIES

A. Contractor shall be in default of this Agreement upon the happening of any of the following events:

(1) If Contractor fails to observe or perform any of the material covenants or agreements to be observed or performed by it under this Agreement and such failure continues for a period of thirty (30) business days after written notice is given Contractor by the City;

(2) The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Contractor for its dissolution, reorganization or liquidation; (ii) a petition in bankruptcy by Contractor; (iii) an adjudication of Contractor as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors;

(3) If Contractor abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamity beyond its control.

B. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this Agreement, the City may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

(1) To enjoin any breach or threatened breach by Contractor of any covenants, agreements, terms, provisions or conditions;

(2) To sue for the performance of any obligation, promise or agreement devolving upon Contractor for performance or for damages for the nonperformance of this Agreement, all without terminating this Agreement;

(3) To terminate this Agreement.

C. In the event that this Agreement is terminated in whole or in part as a result of the occurrence of a Force Majeure Event, or for other reasons stated in this Agreement, Contractor shall immediately return to the City any advance payments

it received for any portion of the Services which, as a result of the termination, have not been and will not be performed in accordance with the terms of this Agreement.

D. All rights and remedies granted to the City in this Agreement and any other rights and remedies which the City may have at law and in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights later to terminate or to exercise any other remedy granted or to which it may be otherwise entitled.

ARTICLE XVII. EQUAL OPPORTUNITY

This Agreement is a "contract," and Contractor is a "Contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 ("C.O."). During the term of this Agreement, Contractor shall comply with all terms, conditions and requirements imposed on a "Contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., attached here as Exhibit D and made a part of this Agreement. A copy of this clause shall be made a part of every subcontract or agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom Contractor may deal.

ARTICLE XVIII. PUBLICITY, TRADEMARKS

Neither Party shall use the name(s), trademark(s), and/or trade name(s) (whether registered or not) of the other Party in publicity releases or advertising or in any other manner, including customer lists, without the prior written approval of the other Party.

ARTICLE XIX. CONTRACTOR CERTIFICATION

Contractor hereby certifies that it is a business entity composed of five or more persons and that all individuals it employs who provide personal services to the City are not public employees for purposes of Chapter 145.037 of the Ohio Revised Code.

Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1).

ARTICLE XX. CONTINUING OBLIGATIONS

Any terms, conditions, representations, or warranties contained in this Agreement that must survive termination or expiration of this Agreement to be fully effective will survive the termination or expiration of this Agreement.

ARTICLE XXI. GOVERNING LAW

The Agreement is entered into and is to be performed in the State of Ohio. City and Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement without regard to conflict of law. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Cuyahoga County, Ohio. Under no circumstance does the City waive any legal right it may have under law.

ARTICLE XXII. CONSTRUCTION OF AGREEMENT

All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any paragraph or clause of this Agreement may require, the same as if such words have been fully and properly written in the number and gender. Contractor agrees that no representation or warranties of any type shall be binding upon the City unless expressly authorized in writing in this Agreement or any subsequent written amendment hereto. In the event of any variance among the provisions of this Agreement and any exhibits or attachments incorporated herein, the provisions of this Agreement shall govern. The headings of sections and paragraphs are used for reference only, and in no way define, limit, or describe the scope or intent of any provision. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument. The following attached documents are incorporated with and made a part of this Agreement:

1. Exhibit A - Cleveland Codified Ordinance No. 181.102 and Cleveland Board of Control Resolution No. 67-25
2. Exhibit B - Contractor's Invoice
3. Exhibit C - Cleveland Contract No. CT-6002-PS2023-0166
4. Exhibit D - Equal Opportunity Clause
5. Exhibit E - 2025 Non-Competitive Bid Statement

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the date and year first above written.

CITY OF CLEVELAND

By: Donald A. Drummond
Donald A. Drummond, Director
Department of Public Safety

The legal form and correctness
of the within instrument is
approved.

CITY OF CLEVELAND
MARK D. GRIFFIN, DIRECTOR OF LAW

By: Sierra Lipscomb
Sierra Lipscomb, Assistant Director of Law

Date: 5-1-2025

FLOCK GROUP, INC.

By: Mark Smith
Mark Smith
Authorized Representative Signature
Print Name
General Counsel
Print Title

The sum of 250,000.00 dollars
required for this Contract was on
April 28, 2025 and is at this
date in the City Treasury or in process
of collection, to the credit of
6002-01-001-6612 Fund and
not appropriated for any other purpose.

Mark Smith
Director of Finance

Mark Smith, acting
Commissioner of Accounts
Entered by CDayllt
Appropriation Clerk

Exhibit A

Page 1 of 2

§ 181.102 Authorization to Purchase Software or Other Licenses, Modules, Updates, Upgrades, Enhancements, Training, Technical Support, Maintenance, and Repairs

- (a) When a director has been authorized by ordinance to acquire software, the director of the department for which the software was acquired or the Director of Finance is authorized to enter into one (1) or more standard purchase or requirement contracts duly let to the lowest and best bidder as provided in Section 181.10, for software or other licenses, modules, updates, upgrades, enhancements, training, technical support, maintenance, and repair necessary to expand, enhance, implement or maintain the authorized software.
- (b) When a director has been authorized by ordinance to acquire software, the director of the department for which the software was acquired or the Director of Finance is authorized to acquire by contract or contracts with one (1) or more software developers or vendors or one (1) or more firms of software developers or vendors, software or other licenses, modules, updates, upgrades, enhancements, training, technical support, maintenance, and repair necessary to expand, enhance, implement or maintain the authorized software. The selection of the software developers or vendors shall be made by the Board of Control on the nomination of the director of the department for which the software was acquired or the Director of Finance from lists of qualified software developers or vendors available for employment as may be determined after a full and complete canvass by the director of the department for which the software was acquired or the Director of Finance for the purpose of compiling the lists.
- (c) When a director has been authorized by ordinance to acquire a software system, the director of the department for which the system was acquired or the Director of Finance is authorized to execute one (1) or more license agreements for software or other licenses needed to expand, enhance, implement or maintain the system.
- (d) When a director has been authorized to contract with a software developer or vendor, whether specified in an authorizing ordinance or by Board of Control resolution, to acquire software, the director of the department for which the software is acquired or the Director of Finance is authorized to enter into one (1) or more contracts with the software developer or vendor for professional services necessary to perform as-needed services to expand, enhance, implement or maintain the software, including but not limited to, integration, implementation, migration, installation, design, interfacing, maintenance, repair, upgrades, enhancements, training, training registration, testing, and technical support.
- (e) The Board of Control shall fix the compensation to be paid for the software or other license, software systems or services authorized under this ordinance which shall be paid from the annual appropriation made for such purpose. The contract or contracts shall be prepared by the Director of Law, approved by the director of the department for which the purchase is made or the Director of Finance, and certified by the Director of Finance.
- (f) Nothing in this section shall be construed to authorize the acquisition of new software or any professional services that, in the judgment of the Director of Finance, would significantly expand or modify the performance characteristics of the originally authorized software beyond the function or purpose capabilities identified in the ordinance authorizing the initial acquisition.
- (g) That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Finance may sign all documents that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

(Ord. No. 1183-18. Passed 10-1-18, eff. 10-2-18)

*W
N/A/ED*

BOARD OF CONTROL

Received 2/6/25Approved 2/10/25Adopted 2/12/25

Secretary

*Jeffrey L. Comer*RESOLUTION No. 67-25

BY: Director Drummond

WHEREAS, under the authority of Ordinance No. 385-2022, passed by the Council of the City of Cleveland on May 9, 2022, the City of Cleveland, through the Director of Public Safety, entered into City Contract No. CT-6002-PS2023-0166 with Flock Group, Inc. for a period of one year, for professional services and equipment for an Automated License Plate Reader solution to support increased situational awareness and real time operational decision making for the Division of Police, Department of Public Safety; and

WHEREAS, division (c) of Section 181.102 of the Codified Ordinances of Cleveland, Ohio, 1976, ("C.O.") authorizes a director to execute one (1) or more license agreements for software needed to implement or maintain the system directly with the firm or firms licensing the software; and

WHEREAS, division (d) of Section 181.102 C.O. authorizes a director to enter into City one (1) or more agreements directly with the software developer to maintain the software, including but not limited to maintenance and technical support; and

WHEREAS, under the authority of Section 181.102 C.O., the City intends to enter into an agreement with Flock Group, Inc. to obtain the annual maintenance and licenses for the aforementioned Automated License Plate Reader solution for a period of two years starting June 29, 2024; now, therefore,

BE IT RESOLVED by the Board of Control of the City of Cleveland that under division (e) of Section 181.102 C.O., the compensation to be paid for licenses and maintenance under the prospective agreement with Flock Group, Inc. is fixed at an amount not exceed \$250,000.00.

Yea: Acting Director Comer; Director Keane; Acting Directors Kramer, Laird; Directors Margolius, Drummond, Hernandez, Cole; Acting Director Bourdeau Small; Directors McNamara, Martin O'Toole

Nays: None

Absent: Mayor Bibb, Directors Barrett, Wernet, Nichols

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-45771
 Invoice Date: 8/15/2024
 Due Date: 9/14/2024
 Payment Terms: Net 30
 PO#:

Bill To: OH - Cleveland Division of PD
 5600 Carnegie Ave
 Cleveland, Ohio, 44103

Ship To: OH - Cleveland Division of PD
 5600 Carnegie Ave
 Cleveland, Ohio 44103

Billing Company Name: OH - Cleveland Division of PD
 Billing Contact Name:
 Billing Email Address: jgarcia@city.cleveland.oh.us

Payment Terms: Net 30
 Contracted Billing Structure: Annual

Notes: OH - Cleveland Division of Police - New Deal: Year 2 of 24 Month Term, 2024 - 2025

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	100	\$2,500.00	\$0.00	\$250,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services: <https://planner.flocksafety.com/public/8dab9b1b-4a0b-4925-bb25-3e1b9a80138d>

Subtotal:	\$250,000.00
Sales Tax:	\$0.00
Credit:	\$0.00
Payments:	\$0.00
Balance Due:	\$250,000.00

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-45771
 Invoice Date: 8/15/2024
 Due Date: 9/14/2024
 Payment Terms: Net 30
 PO#:

Payment Remittance Information	
Pay by Check: Payable to: Flock Group Inc Memo: INV-45771 Mail to: PO Box 121923 Dallas, TX 75312-1923	Pay by ACH: Account Legal Name: Flock Group Inc. Account Number: [REDACTED] ACCT# Account Type: Checking Routing / SWIFT Code: [REDACTED] ACCT# BANKING INFO
<i>If paying by check, please include the remittance slip below.</i>	<i>If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.</i>

By paying this invoice, I, the customer, agree to the terms and conditions listed at
<https://www.flocksafety.com/terms-and-conditions>

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
 Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	OH - Cleveland Division of PD
Or		Invoice #	INV-45771
If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	\$250,000.00
		Amount Enclosed:	\$ _____

Redaction Log

Total Number of Redactions in Document: 2

Redaction Reasons by Page

Page	Reason	Description	Occurrences
15	ACCT# BANKING INFO	The account and/or banking information has been redacted as this information does not meet the definition of a "record" as defined in O.R.C. 149.011(G) because it does not serve to document the organization, functions, policies, decisions, procedures, operations or other activities of the City of Cleveland. State ex rel. Dispatch Printing Co. v. Johnson, 106 Ohio St.3d 160, 2005-Ohio-4384.	2

Redaction Log

Redaction Reasons by Exemption

Reason	Description	Pages (Count)
ACCT# BANKING INFO	The account and/or banking information has been redacted as this information does not meet the definition of a "record" as defined in O.R.C. 149.011(G) because it does not serve to document the organization, functions, policies, decisions, procedures, operations or other activities of the City of Cleveland. State ex rel. Dispatch Printing Co. v. Johnson, 106 Ohio St.3d 160, 2005-Ohio-4384.	15(2)