City of Pascagoula Standard Addendum

Whereas, the City of Pascagoula, as a municipal corporation, has published these standard terms and conditions that will apply to all suppliers, professional services and other vendor agreements.

Now, therefore, in consideration of mutual terms as described in the agreement between the parties (the "Contract"), the undersigned contracting party hereby agrees to the City of Pascagoula standard terms and conditions, as follows:

1. **Term / No Automatic Renewal:** Unless otherwise specified in the Contract, the term of the Contract or any renewal term thereof shall not extend past the term of the current City Council of June 30, 2025. If the Contract does extend past that date, such contract will not be void, but voidable at the discretion of the following Council.

2. **Renewal / Extension of Term / CPI:** Any extension or renewal may be subject to approval by the Pascagoula City Council and shall be subject to the terms of the City of Pascagoula Standard Addendum that is in effect at that time. No CPI increase, if any, shall extend past June 30, 2025.

3. **Governing Law:** Mississippi law shall govern the interpretation of the Contract and any dispute that may arise between the parties.

4. **Venue / Exclusive Jurisdiction:** The courts located in Jackson County, Mississippi shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other, then said action shall be filed in Jackson County, Mississippi. Any business or person doing business with the City of Pascagoula submits to the personal jurisdiction of the courts in Jackson County, Mississippi.

5. **No Waiver of Warranties:** Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Pascagoula's recovery resulting from a breach of express of implied warranties shall be of no force or effect.

6. **Arbitration:** The City of Pascagoula shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to require the City of Pascagoula to submit a dispute to arbitration;

and, any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Pascagoula.

7. Waiver of Jury Trial: The City of Pascagoula shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial; and any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Pascagoula.

8. Force Majeure: Neither party shall be liable for failure to perform or delay in performing any obligation under the Contract if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Contract; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination.

9. Payment Terms: Upon receipt of invoice, the City shall place said invoice on its next regular monthly claims docket for approval and make payments to Contractor for all undisputed amounts no later than forty-five (45) days following approval. The City makes no prepayments for services or products.

10. Conflict of Terms: To the extent there is a conflict between the terms of this Addendum and the terms of the Contract or any supplemental terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between the parties.

Contracting Party: Chief of Police

_____   _____

                                                     Matt Chapman

Date:_____

Flock Group Inc. Additional Services Agreement
CONTRACT REFERENCE
Date:_____