

AGENDA ITEM SUMMARY
February 3, 2022 Workshop
Item Number: 8



Presented by: Police Chief, Ken Noble Department: Public Safety - Police

ITEM SUMMARY:

Consider for approval (1) iNPUT-ACE dongle license service agreement. This is a nonbinding service agreement for a video enhancement and cross compatibility software program. The service agreement can be canceled at any time and will only be renewed if it is deemed necessary.

SPECIAL CONSIDERATIONS OR CONCERNS:

This license will provide Detectives and Police personnel the ability to open, play, and record any type of surveillance camera systems that require propriety software to access. It will improve the quality of video and save time on reviewing video for evidence.

STAFF RECOMMENDATION:

Recommend approval.

FINANCIAL IMPACT:

(1) Dongle license for camera software for a year= \$2,495.00

Subsequent years will be \$1,995.00 for one year.

FUNDING SOURCE:

General Fund - Line Item: 100-5.1535.52.1301

ATTACHMENTS:

The terms and conditions document, dongle information document, and the executive summary for the City of McDonough are all attached.

OTHER DEPARMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☐ Finance	☐ Fire	☐ Stormwater
☐ Highway and Streets	☐ Main Street	☐ Water Distribution
☐ Human Resources	☐ Police	☐ Water/Sewer Operations
☐ Community Development	☒ Technology Services	☐ Other

Department Name: Technology Services, Steve Sikes

Comments: The Police Department has been in full communication with Technology Services. I am assured by the PD and the software manufacturers website that it will function on any computer we run. It does require a dongle and can only be run from one computer at a time. It will be a great conversion and enhancement tool for video imagery received by the PD.

This item was moved to the Technology Services Budget last year.

-iNPUT-ACE

SOLVING VIDEO EVIDENCE CHALLENGES

Price Quote

Occam Video Solutions
107 S Cedar Street, Spokane, WA 99201
213.596.0909 | info@input-ace.com

Quote Number 5856
Created Date 1/13/2022
Expiration Date 3/30/2022

Name Maj. Kyle Helgerson
Bill To Name McDonough Police Department (GA)
Bill To 136 Keys Ferry Street
McDonough, Georgia 30253
United States

Quantity	Product Code	Product Name	Product Description	Sales Price	Total Price
1.00	1310	INPUT-ACE Dongle License	Includes 1 year of support. Annual subscription.	\$2,495.00	\$2,495.00

Dongle Renewal Pricing Options:
1-Year Renewal \$1,995
2-Year Renewal \$3,790
3-Year Renewal \$5,585

Subtotal \$2,495.00
Grand Total \$2,495.00

For enhanced functionality Occam Video Solutions licenses several third party codecs and applications that are integrated into the INPUT-ACE application. Users with an active support contract with Occam Video Solutions are granted access to these features for the duration of their support contract. It is recommended that users remain on an active support contract to maintain the full functionality of the INPUT-ACE program, and to have access to software updates and the Occam Video Solutions support team.

*All quotes are in U.S. dollars and shall be paid in U.S. funds
Make checks payable to Occam Video Solutions, LLC
Visa, Mastercard, Discover, & American Express accepted. Credit card processing fees apply.
Past due payments will be charged 2% per month until the final balance is paid.*

Thank you for your business!
Occam Video Solutions
107 S Cedar Street, Spokane, WA 99201 | 213.596.0909 | info@input-ace.com

OCCAM VIDEO SOLUTIONS

107 S CEDAR STREET, SPOKANE, WA 99201
(213) 596-0909 | INFO@OCCAMVIDEOSOLUTIONS.COM

Occam Video Solutions, LLC **Software License Agreement**

THE FOLLOWING IS A SOFTWARE LICENSE RELATED TO YOUR USE OF THE INPUT-ACE SOFTWARE (THE "SOFTWARE"). BY INSTALLING OR USING INPUT-ACE, YOU ARE CONSENTING TO BE BOUND BY THIS LICENSE AGREEMENT, AND THE TERMS SHALL BE BINDING WITH RESPECT TO YOUR USE OF THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE LICENSED SOFTWARE AND CONTACT OCCAM VIDEO SOLUTIONS, LLC.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable license fee, OCCAM VIDEO SOLUTIONS. ("OCCAM") grants to Licensee a nonexclusive, nontransferable license to install, use, and display the Software solely for its own internal use only and for no other purpose, for the duration of license term. This license does not grant Licensee any right to enhancements or updates, but if such are made available to Licensee and obtained by Licensee, they shall become part of the Software and governed by the terms of this license.

2. **Third Party Licenses.** OCCAM licenses several third-party codecs and applications that are integrated into the iNPUT-ACE software. Users with an active support contract with Occam Video Solutions are granted access to these additional features. By accepting this agreement, you agree to and understand that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Licensee terminates the annual support contract with Occam, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the iNPUT-ACE program.

3. **Restrictions on Use.** Licensee may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Licensee may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Licensee may not rent, lease, sublicense, grant a security interest in or otherwise transfer Licensee's rights to or to use the Software. Any rights not granted are reserved to OCCAM.

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modules of the software are patent pending, including but not limited to the Camera Match Photo Overlay tool and the VIS (Video Integration Software)

6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Licensee may not copy the Software except for backup or archival purposes, and all such copies shall contain all OCCAM's notices regarding proprietary rights as contained in the Software as originally provided to Licensee. If Licensee receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Licensee to use the copy of media on an additional server.

7. **Telemetry.** Licensee may "opt-in" to the iNPUT-ACE Telemetry program by checking the box in the Terms and Conditions message that says: "I would like to help the iNPUT-ACE team by providing basic non-sensitive usage data (e.g. error reports and the most common file extensions added to the File List)". After opting-in, The Software will automatically begin uploading some non-sensitive usage data to the iNPUT-ACE team. This data includes information such as error reports, and other non-sensitive logging information.

8. **Disclaimer of Warranty.** The Software is provided "AS IS," without any warranty of any kind, and Licensee accepts it "AS IS". This is the only warranty that is made to Licensee by OCCAM on the Software, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement, and it is made in lieu of all other warranties or remedies. The entire risk as to the quality and performance of the Software is borne by Licensee, and Licensee rather than OCCAM assumes the entire cost of any service or repair resulting from the use. This disclaimer of warranty constitutes an essential part of the license.

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14. Entire Agreement. This Agreement represents the complete agreement concerning this license and may only be amended by a writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY LICENSEE IS EXPRESSLY MADE CONDITIONAL ON LICENSEE'S ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE IN THE PURCHASE ORDER FORM, AND LICENSEE AGREES THAT ANY SUCH ADDITIONAL OR DIFFERENT TERMS ARE VOID. If any term of this License shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of the License shall continue in full effect. This License shall be construed in accordance with the laws of State of Texas (excluding conflicts of law's provisions and the United Nations Convention on Contracts for the International Sale of Goods), and all disputes shall have exclusive venue in the federal and state courts in Spokane, Washington. And Licensee agrees to the jurisdiction of these courts.

I have read, understand, and agree to the terms of this agreement.

Printed Name:

Signature:

Title:

Date:

AGENDA ITEM SUMMARY

February 3, 2022 Workshop

Item Number: 9



Presented by: Police Chief, Ken Noble

Department: Public Safety – Police Department

ITEM SUMMARY:

Consider for approval the cost of E-citation licenses (25) for to be used on laptops or tablets. The licenses will be provided by Tyler Technologies. The annual maintenance fee, hosting fees, and software fees will also be included in the price, see financial impact section.

SPECIAL CONSIDERATIONS OR CONCERNS:

These licenses will replace handheld devices that are currently being checked out. Equipment is becoming dated and laptop version of software is streamlined for ease of use and elimination of possible errors.

STAFF RECOMMENDATION:

Recommend approval.

FINANCIAL IMPACT:

(25) E-citation licenses= \$20,000.00

(1) Hosting fee= \$1,400.00

(1) Annual Tyler software fee= \$4,200.00

Grand Total= \$25,600.00

Total for reoccurring annual fee= \$5,600.00

FUNDING SOURCE:

General Fund – Line item: 100-5.1535.52.1301

ATTACHMENTS:

The quote and service agreement for the City of McDonough.

OTHER DEPARMENTAL REVIEW NEEDED:

☒ Yes

☐ No

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

OTHER DEPARTMENTAL REVIEW

☐ Finance	☐ Fire	☐ Stormwater
☐ Highway and Streets	☐ Main Street	☐ Water Distribution
☐ Human Resources	☐ Police	☐ Water/Sewer Operations
☐ Community Development	☒ Technology Services	☐ Other

Department Name: Technology Services, Steve Sikes

Comments: Even though we will be migrating to Henry County's Tyler New World Police RMS, we will still be well served by the Tyler E-citation software as noted. This allows the same functionality on a notebook as with the handheld Brazos tool they currently use.

This item was moved to the Technology Services budget last year.

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency



INVESTMENT SUMMARY

Tyler Software	\$ 20,000
Services	\$ 0
Third-Party Products	\$ 0
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 20,000
Annual Recurring Fees/SaaS	\$ 1,400
Tyler Software Maintenance	\$ 4,200



Quoted By: Lisa McKenzie
Quote Expiration: 6/19/22
Quote Name: 2021-297063
Budget Laptop Licenses

Sales Quotation For:
City of McDonough Police Department
50 Lawrenceville Street
McDonough, GA 30253
Phone: +1 (770) 957-1218

Shipping Address:
City of McDonough Police Department
50 Lawrenceville Street ATTN Lt. M Hogeland
McDonough, GA 30253

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos License				
REF License - MDC or TABLET [25]	\$ 20,000	\$ 0	\$ 20,000	\$ 4,200
	\$ 20,000	\$ 0	\$ 20,000	\$ 4,200
Total	\$ 20,000	\$ 0	\$ 20,000	\$ 4,200
TOTAL				

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Brazos				
Hosting Fee				
Brazos Hosting Fee	1	\$ 1,400	\$ 0	\$ 1,400
TOTAL				\$ 1,400

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 20,000	\$ 4,200
Total Annual	\$ 0	\$ 1,400
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 20,000	\$ 5,600

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
 - Expenses associated with onsite services are invoiced as incurred.
- ASSUMPTION**
- "Tyler will invoice Client for the License Fees listed above upon delivery of the software. Maintenance and Hosting Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date. The first year's maintenance and hosting fees are waived. All payment terms are net thirty (30) days."



Solution Proposal

VIDEO EXAMINATION SOFTWARE FOR INVESTIGATIONS

** Surveillance Video Examination * Target Tracking * Proprietary Video Playback * Image Extraction * Sub clips Extraction * Auto-Embed Video to Report * Project-Level Collaboration * Target Movement Documentation * Comparison Demonstrative Production **

EXPEDITE YOUR INVESTIGATIONS

SAVE TIME | MONEY | RESOURCES | & GET IT RIGHT THE FIRST TIME

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Common Problems with Video for Investigations

Don't fall into the trap of thinking video 'is what it is'

Proprietary digital video introduces a host of technical issues and complexities, often laying fatal traps for those who mistakenly believe that video 'is what it is'.

The challenges of playing and examining files are complicated by compression, as the first casualties of compression are ease of playback, object shape, color, and image accuracy.

Watch Typical Challenges Video here: <https://youtu.be/oSq9Xtka5pY>

Do you still count frames to determine speed?

Video sources such as police body-worn, in-car camera systems, and dash cams from taxi cabs, busses, and commercial fleet vehicles often purport to have a common 30 frame-per-second refresh rates. The reality is that frame rates from most sources are rarely constant.

Most video used by experts to determine speed is variable, making the practice of counting frames to determine speed an unreliable and error-prone method. INPUT-ACE allows the user to access important metadata to expose the timing between images and evaluate the reliability of each image.

Watch Variable Refresh Rates Video here: <https://youtu.be/klsitcWfcwo>

Don't rely on faulty players

Compounding the challenges of examining video evidence, proprietary video players frequently alter video data on playback. Images can be stretched or squished as aspect ratios are forced to conform to the player's size limitations. Pixel colors and brightness can be distorted, causing loss of detail and the introduction of artificial edge patterns that don't exist in the original images.

In many cases, players may drop entire video frames. Individuals relying on screen capture utilities may be jeopardizing their casework by trading convenience for accuracy.

Current Situation

Playing Proprietary Videos

Video provides a common source of evidence for the McDonough Police Department in a significant number of investigations. However, the files produced by visual surveillance systems are often proprietary and challenging to play accurately. As a result, McDonough Police Department currently spends countless hours researching best methods to playback and convert key CCTV footage for investigation and intelligence gathering purposes.

INPUT-ACE assists agencies in overcoming these limitations by providing a simple drag-and-drop interface for specialists to play, convert, enhance, and manage video evidence from almost any source. INPUT-ACE will reduce the time spent by McDonough Police Department investigators who currently expend valuable hours needlessly searching for proprietary players.

Watch Playback Proprietary Video here: https://youtu.be/H37FqWlb4_4

Converting to Standard Formats

McDonough Police Department is inundated with video from different sources and countless proprietary formats, and it currently spends a considerable amount of time converting video to viewable media. Using INPUT-ACE, McDonough Police Department can dramatically reduce the time currently spent trying to play proprietary video by giving them immediate access to the underlying file codecs. Once the files are accessed, they can be converted into a format that can be easily shared and played by anyone. INPUT-ACE's batch processing allows the user to process hundreds of files at one time, saving valuable time in critical casework.

INPUT-ACE also gives users the piece-of-mind that they are viewing the raw pixel data at the binary level rather than relying on the often-altered playback from a proprietary player. By reading the data correctly, INPUT-ACE allows the investigator to minimize the potential for missing important information.

Convert to Standard Formats

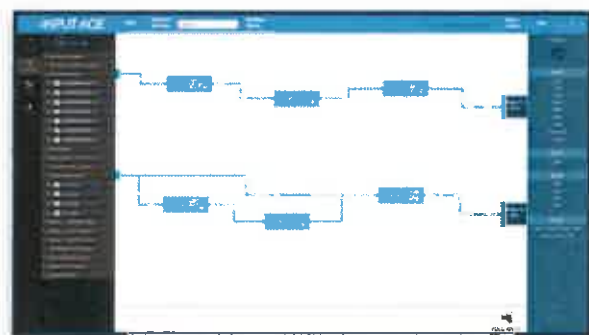
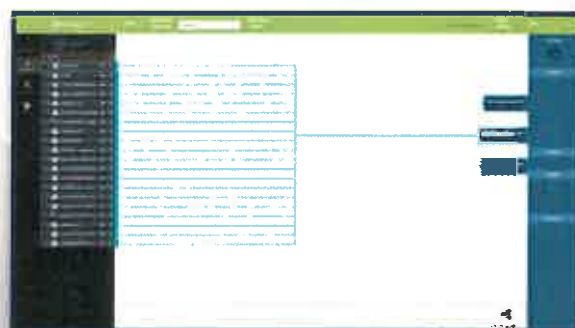
INPUT-ACE [Full]

INPUT-ACE [Full]

INPUT-ACE provides the flexibility to convert proprietary video files to any number of standard output formats such as AVI or MP4, all without changing a single pixel within the images.

This allows investigators to deliver video evidence to court while adhering to local restrictions or disclosure requirements.

Conversions can also be performed as a batch on hundreds of files at once – saving an agency time and money.



Build Repeatable Workflows

INPUT-ACE [Full]

Through this simple drag and drop actions on the INPUT-ACE workflow tab, investigators can intuitively apply a variety of filters and advanced processes to their evidence.

These filters include simple actions like crop and resize, as well as powerful functions like enhancements, producing demonstrative exhibits, stabilizing shaky video, tracking suspects and much more.

Watch Converting Formats Video here: <https://youtu.be/E5-ggJ0gWAs>

Enhancing Video Images

A request often received by McDonough Police Department is to 'enhance' visual evidence so that it can be displayed more clearly in court or to uncover valuable evidence to further an investigation. INPUT-ACE contains a number of powerful enhancement tools to help turn poor images into powerful evidence. As shown in the links below, INPUT-ACE allows investigators to crop and resize an area of interest, auto-extract the least compressed frames, and average the pixel values with ease.

Enhance



Within the INPUT-ACE workflow tab, images and video can be enhanced with a push of a button, providing additional clarity to important evidence.

Uncover hidden information in video images with powerful and easy-to-use clarification tools.



Analyze



Compressed video evidence is often misinterpreted due to limitations in compression technology. Within INPUT-ACE video analysts can expose these limitations by visualizing the amount of compression in every area on an image, and by highlighting regions that may not be reliable.



Watch Enhance License Plate Video here: <https://youtu.be/7efgs-PtOTg>

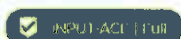
Watch Enhance Slip & Fall Video here: <https://youtu.be/6AvH4eAEPu0>

Crop, Resize, Playback Side-by-side

McDonough Police Department receives many requests to produce videos that show both the enhanced image and the original side-by-side. Creating demonstratives using the canvas editor is an extremely fast and simple workflow within INPUT-ACE. The user can quickly access proprietary video files, crop and enlarge the area of interest, and then drop the video into a canvas that displays both the original and enhanced clip in one video file.



Expedite Video Investigation



INPUT-ACE allows investigators to tag relevant images and clips into organized groups, helping to combine a variety of multimedia into a seamless chronological account of the events from any camera angle.

Combine a variety of video sources, track suspects, and extract relevant images within a seamless workflow.

Watch Easy Solutions Video here: https://youtu.be/RG7BDIuP0_Y

Tracking Individuals

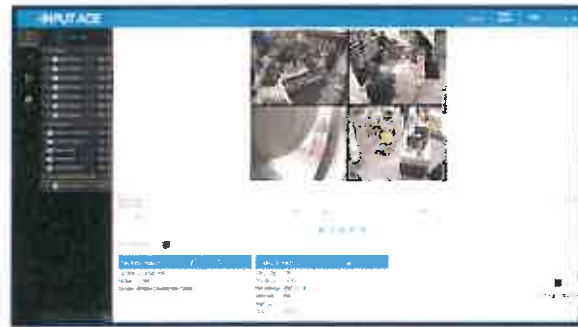
Tracking individuals across multiple locations and through a variety of different CCTV systems can be cumbersome. In its current processing workflow, McDonough Police Department often has to rely on multiple proprietary players to piecemeal the tracking of a target from DVR to DVR. With INPUT-ACE, users can instantly play a wide variety of proprietary codecs in one software tool, organize clips, and connect video sequences using the powerful Concatenate feature.

Track Suspects

INPUT-ACE | Full

When a suspect is visible moving in and out of various camera views, investigators can quickly combine each of these observations into a single video file - allowing the viewer to track the suspects actions chronologically within a single clip.

These "concatenated" clips provide the court with a thorough account of all the suspects actions from every camera view.



Sync

INPUT-ACE | Full

Video evidence is everywhere, and frequently multiple camera angles are available of the same incident.

INPUT-ACE provides investigators with a simple tool to automatically tile these cameras into a canvas, allowing the viewer to watch multiple camera angles at the same time.

Watch Track Suspects Video here: <https://youtu.be/553P5nduXIU>

Building Dynamic Reports

Given the volume and variety of video that McDonough Police Department receives, organizing vast amounts of visual evidence into an easily readable yet comprehensive report can be challenging. McDonough Police Department current process relies on proprietary players to view and extract images that are later added to a still-image-only report.

Using the INPUT-ACE Narrative Report Tool, McDonough Police Department will be able to organize and embed all the original raw pixel data into a comprehensive PDF file that can be shared and viewed by anyone. INPUT-ACE embeds all the content from the project so that only the PDF file is needed to view a lossless representation of the original full motion video, without having to send individual files, proprietary players, and supporting codecs. The Narrative Report is a way to quickly wrap all visual and audible assets of a case into a professional, collaborative, and transferable document.

Produce Demonstrative Exhibits



Investigators can expose regions of interest by tiling a clarified clip side-by-side with the original file – producing a demonstrative exhibit that highlights both the original untouched footage and the clarified results.



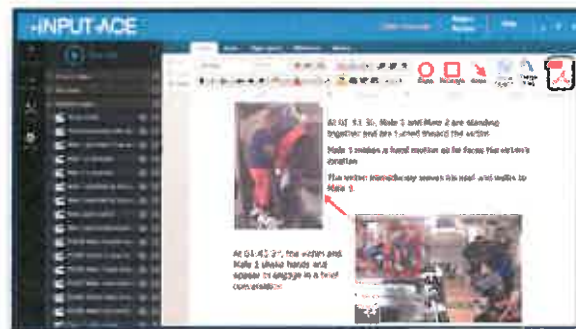
Report



The powerful INPUT-ACE Narrative Report tool is the most effective method for investigators to present the content of their video evidence.

Video evidence is visual, so why write a report with words alone? With the intuitive INPUT-ACE Narrative Report tool, investigators can easily generate dynamic reports with auto embedded image and video files.

All embedded video clips and images are contained within in a single .PDF file, making it easy to share the reports with other investigators or attorneys without the need for specialized software.



Watch Expedite Workflow Video here: <https://youtu.be/K2-vmBA89ds>

Watch Collaboration Video here: <https://youtu.be/jYkBG0jCVmA>

Expert Training and Support

INPUT-ACE's team of certified forensic video analysts and technicians will assist McDonough Police Department to implement Best Practices to expedite and improve the review and processing of digital video evidence. The iNPUT-ACE Support Team is available to assist McDonough Police Department throughout the lifetime of an active support contract.

INPUT-ACE provides several training options to ensure that McDonough Police Department gets the most out of its INPUT-ACE software:

- Free online training webinars are available to help users get started with the software and to answer questions about specific features.
- Training seats for our two-day hands-on courses are sold per student. Class are presented by a live instructor online, or through many planned classes globally throughout the year. Hosted classes with a 1:1 instructor are also available.

The instruction team at INPUT-ACE holds certifications in forensic video analysis and have extensive experience in guiding investigators through easy-to-understand examples. All hands-on materials used in the course are from real casework; this ensures that students can apply relevant concepts to their own casework immediately after the course. Students are awarded a certificate of completion after successfully concluding the two-day course.

Software Licensing Options

INPUT-ACE Dongle License, Annual Contract

The Dongle License option provides maximum flexibility to share the full power of INPUT-ACE among multiple computers and users. INPUT-ACE can be loaded onto an unlimited number of supported computers and the dongle can be easily deployed to any one of these computers at any time. Multiple dongles expand the flexibility so that more users can access the full capabilities of INPUT-ACE at the same time. The Dongle License option includes Support and upgrades, so you will never find yourself without the latest technology upgrade or codec access.

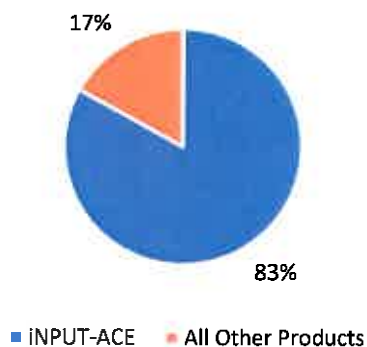
INPUT-ACE Lite License, Annual Contract

INPUT-ACE Lite is the most cost-effective solution for agencies needing complete access to proprietary video files with the full drag, drop, and play functionality of iNPUT-ACE. This option allows users to mark and extract images, make sub clips, and export evidence to a number of universally playable file formats for disclosure and for court presentation. Multiple INPUT-ACE Lite Licenses can be combined with the Dongle License solution to seamlessly combine the convenience of INPUT-ACE Lite with the full power of the INPUT-ACE software package. The INPUT-ACE Lite option includes Support and upgrades, giving you continuous access to the latest technology upgrades and to the full library of proprietary codecs.

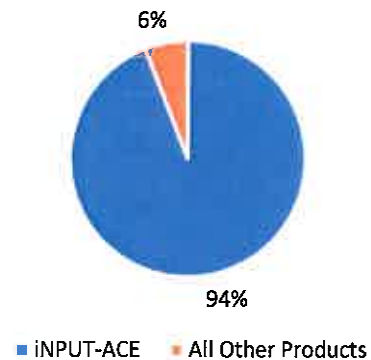
Competitive Software Survey

In Late 2017 a survey was sent to hundreds of Forensic Video Analysis, District Attorney's Offices, Police Departments and Investigations units to better understand the software tools they currently use and preferences. Nearly 200 video professionals responded. Those who responded own various products including iINPUT-ACE and the leading competitors. Of those responding, 36% owned both iINPUT-ACE and other software products.

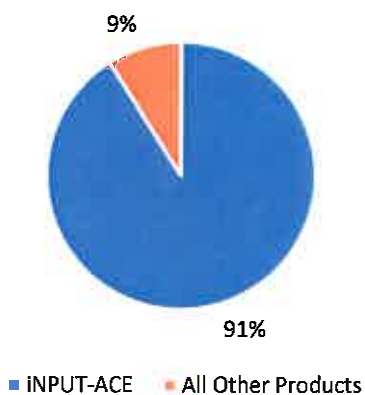
Best Product for Meta-Data Extraction and Video Analysis



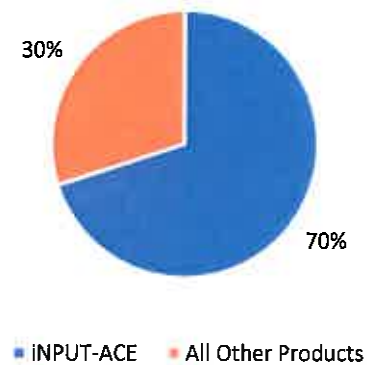
Best Product for Playback & Processing Video



Best Product for Extrating Video & Images



Best Product for Demonstrative Exhibits and Automated Reports



Conclusion

Video is among the most prolific source of evidence available to Alabama Law Enforcement Agency. As technology advances and more video becomes available, McDonough Police Department will continue to see dramatic increases in the amount of visual evidence it receives. As a result, the hours required to handle the ubiquitous growth in video data will rise proportionately.

With INPUT-ACE as a partner, McDonough Police Department will be able to expedite and simplify the playback of digital video evidence. Improved efficiencies, reductions in examination and video conversion times, and the ability to create fast and comprehensive investigation survey reports will lead to substantial cost savings. INPUT-ACE enhances visual investigations, allowing McDonough Police Department to get the most from its digital video evidence.

We at INPUT-ACE look forward to a long and successful relationship with the Alabama Law Enforcement Agency.

System Requirements and 30 Day Free Trial

The minimum specifications for INPUT-ACE are Windows 7 or above with 4GB of RAM. Best performance will be experienced with 64-Bit, Windows 7+, and at least 16GB of RAM. You will also need at least 10GB of free space for the INPUT-ACE scratch disk. If you have any questions, please do not hesitate to contact us.

A free 30-day trial license is available upon request. We recommend that users follow along with the steps outlined in the Quick Start Guide located at the beginning of the User Manual before diving into the rest of the manual and learning the tool. You can access the manual through the Help menu at the top right-hand corner of the program.

We also have a recorded one hour long "Getting Started with INPUT-ACE" webinar that will help users get up to speed on the basics of the program, so that they can effectively use the program prior to the two-day hands on training class.

Watch Webinar Video here: https://youtu.be/VKHQE_50pwl

Testimonials from Current iNPUT-ACE Customers

"iNPUT-ACE speeds up my workflow immensely, saving me time for other case-work and helping me control my backlog effectively. I often get large amounts of small consecutive video clips. With iNPUT-ACE I can instantly wrap them together in a single file for review. iNPUT-ACE is the most powerful software in my video toolbox." – Amy Hak (*Calgary Police Service, Alberta, Canada*)

"iNPUT-ACE performs flawlessly! The resulting video is so reliable, most defense attorneys simply stipulate to the video output. iNPUT-ACE is comprehensive and fast. With its simple drag, drop, and play functionality, I can now do so much more in far less time. It is the fastest and most reliable video processing tool I use." – Vickie Long (*Alameda County District Attorney's Office - California*)

"iNPUT-ACE is the very first tool in my toolbox. It is a must have for every police investigator who touches video evidence. I am amazed by its speed when processing a single clip or multiple clips of various formats at the same time. For court, its ability to reduce the file size without compromising image quality is astounding." – Detective Ed Baker (*Tacoma Police Department (Retired), Video Consultants Northwest (Owner) - Washington*)

"I had been waiting for years for a tool like iNPUT-ACE. The ability to instantly play and transcode proprietary video by simply dragging and dropping alone is worth the price of admission. But add to that the capability to quickly pull out still images, sub clips, and making notes that I can share with our prosecutors, makes iNPUT-ACE our one-stop tool for all our video evidence." – Paul Melaragni (*Massachusetts Attorney General's Office (Manager of Multimedia Technology) - Massachusetts*)

Buy America Compliant





AGENDA ITEM SUMMARY
February 3, 2022 Workshop
Item Number: 10

Presented by: Finance Director, Mr. Mike Clark
Department: Administration – Finance Department

ITEM SUMMARY:

Approve Impact Fee Program Update Amendment # 5 to the Agreement, dated September 26, 2017, with Ross+Associates regarding the preparation of the 2021 Annual CIE Update Report.

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION:

Approve the amendment to the agreement of September 26, 2017.

FINANCIAL IMPACT:

The amendment increases the fee in the amount of \$5,553. The fee will be paid from the Development Impact Fee Fund.

FUNDING SOURCE:

Developmental Impact Fee Fund - Line Item: 360-5.1330.52.3855

ATTACHMENTS:

1. Ross+Associates – Impact Fee Program Update Amendment #5, dated December 7, 2021
2. Copy of Purchase Order 16-11184 dated September 26, 2017(The original agreement authorization)
3. Copy of Consent Agenda Item and Original Agreement as Approved on August 21,2017

OTHER DEPARMENTAL REVIEW NEEDED:

☐ Yes

☒ No

OTHER DEPARTMENTAL REVIEW

___ Finance

___ Fire

___ Stormwater

___ Highway and Streets

___ Main Street

___ Water Distribution

___ Human Resources

___ Police

___ Water/Sewer Operations

___ Community Development

___ Technology Services

___ Other

Department Name:

Comments:

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

December 7, 2021

Preston Dorsey, City Administrator
City of McDonough
136 Keys Ferry Street
McDonough, GA 30253

RE: Impact Fee Program Update Amendment #5

Mr. Dorsey,

This is to propose an amendment to our agreement regarding the preparation of an update to the City's impact fee program, approved under PO 16-11184 on September 26, 2017, and as amended December 19, 2017, October 29, 2018, and November 7, 2019 and October 9, 2020.

Under this amendment, we will prepare an Annual CIE Update report for submission to ARC and the Georgia DCA for FY 2020 (due to be adopted by the City by the end of February, 2022).

Our services will include:

1. Preparation of a draft 2021 Annual CIE Update report including a financial report for FY 2020 (7/1/2019-6/30/2020), as well as an update to the City's five-year Community Work Program (CWP) spanning calendar years 2022-2026.
2. Drafts of a public notice ad for the Transmittal Public Hearing and a Transmittal Resolution for adoption by the City Council, transmitting the 2021 draft report to ARC.
3. Attendance at the City Council Transmittal Public Hearing and assistance to City staff in forwarding the 2021 draft to ARC.
4. Appropriate responses to any comments received from ARC or DCA.
5. Preparation of the final 2021 Annual CIE Update report and Adoption Resolution for City Council action, and attendance at the City Council meeting.
6. Assistance to City Staff in forwarding the adopted 2021 report to ARC.

We propose a fee increase of 10% of the currently approved fee (\$55,533), bringing the total fee for all services to \$61,086. Time is of the essence and we will begin immediately on these additional impact fee services.

Sincerely,



William F. Ross, President

cc: Mike Clark, Finance Director

City of McDonough
"The Geranium City"
136 Keys Ferry St
McDonough GA 30253-3213

PURCHASE ORDER

PO Number: 16-11184

Date: 09/26/2017

Request #: 16-11508

Vendor #: 01-72132

ISSUED TO: ROSS & ASSOCIATES
 211 COLONIAL HOMES DRIVE, NW
 SUITE 2307
 ATLANTA, GA 30309

SHIP TO: CITY HALL
 136 KEYS FERRY ST
 MCDONOUGH, GA 30253

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	CIE UPDATE	360-5.1330.52.3855		0.00	3,845.00
2	0.00	CIE UPDATE	360-5.1330.52.3855		0.00	6,728.75
3	0.00	CIE UPDATE	360-5.1330.52.3855		0.00	4,229.50
4	0.00	CIE UPDATE	360-5.1330.52.3855		0.00	2,114.75
5	0.00	CIE UPDATE	360-5.1330.52.3855		0.00	8,459.00
6	0.00	CIE UPDATE	360-5.1330.52.3855		0.00	9,044.25
7	0.00	CIE UPDATE	360-5.1330.52.3855		0.00	4,028.75
		CIE UPDATE AND ORDINANCE UPDATE CONCERNING USES OF IMPACT FEES				
					TOTAL	38,450.00

Authorized by: _____

Date: _____

1. Original invoice plus one copy must be sent to: City of McDonough, Accounts Payable Dept, 136 Keys Ferry St, McDonough, GA 30253-3213.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 00-000010.

Finance Dept. (770) 957-3915 Fax (770) 692-7808

2

**CONSENT AGENDA ITEM
AUGUST 21, 2017**

ITEM NUMBER:

6H

ITEM SUMMARY:

Request Approval of Proposal for consulting services by Ross + Associates regarding the preparation of a complete update of, and amendment to, the McDonough Impact Fee Program; total cost not to exceed \$38,450.

SPECIAL CONSIDERATIONS OR CONCERNS:

The updated impact fee program as it pertains to the Capital Improvements Element (CIE) is due on or before October 31, 2017.

STAFF RECOMMENDATION:

Accept the proposal.

FINANCIAL IMPACT: (Funding Source)

The fee will be paid from impact fees designated for update costs.

ATTACHMENTS:

See Attached.

Submitted by:

Mike Clark, Finance Director

ROSS+associates

urban planning & plan implementation

May 10, 2017

Keith Dickerson, City Administrator
City of McDonough
136 Keys Ferry Street
McDonough, GA 30253

RE: McDonough Impact Fee Program Update

Mr. Dickerson,

Thank you for the opportunity to propose consulting services to you and the City of McDonough regarding the preparation of a complete update of, and amendment to, the City's Impact Fee Program.

I have attached a Statement of Qualifications reflecting the enormous experience we have with creating, updating and maintaining impact fee programs for cities and counties in Georgia. Overall, we have prepared the vast majority of such programs adopted in the state. Importantly, we are the only consultant in the country whose impact fee programs have been tested in court under Georgia's unique law, and we have won every case on every count, hands down. We are also the only consultant that "sticks with" our clients after the program is adopted, available to answer questions and solve problems pro bono.

Most recently, we have seen through to adoption impact fee assignments in Alpharetta, Milton and Sandy Springs—Alpharetta updated their entire program in September, 2015, Milton adopted their new program a year ago last October, and Sandy Springs adopted its completely revised impact fee program this past October. These impact fee program assignments were very similar to McDonough's needs. We encourage you to contact Tom Harris, Alpharetta's Finance Director at 678-297-6094, and Kathi Cook, Alpharetta's Planning director at 678-297-6073. In Milton, you should call Kathy Field, the Community Development Director, at 678-242-2555, and for Sandy Springs, Jim Tolbert, Assistant City Manager, at 770-206-1418. We have also just undertaken a total update to Spalding City's impact fee program, being done in association with their 5-Year Comprehensive Plan Update (due for adoption by August this year). Our client contact there is Chad Jacobs, Director of Community Development, at 770-467-4254. Many more client contacts are included in the Statement of Qualifications.

Scope of Services—Impact Fee Program Update

We have attached a thoroughly detailed Scope of Services to this letter. In summary ...

Our services will include:

- Advice and assistance to the City on impact fees in general,
- The preparation of population, housing and employment forecasts for the City to the target year 2040,

- The preparation of an Impact Fee Methodology Report which will include all impact fee calculations,
- A completely amended Capital Improvements Element,
- The preparation of a revised schedule of impact fees,
- A review of the Impact Fee Ordinance to conform to current state law requirements and City interests, and including discussion with the City Council regarding the final impact fees to be charged,
- As an optional upgrade, preparation of an Administrator's Procedures Manual and installation of an Impact Fee Assessment computer program, along with documentation in a Staff Manual for the operation and upkeep of the system.

The results of our proposed services will be the completion of an updated impact fee program and fee schedule for the City meeting all legal and administrative requirements. In addition, the amended CIE will conform to DCA requirements for inclusion in the City's next Comprehensive Plan 5-Year Update.

Compensation

We propose the following fees, to be billed on a not-to-exceed lump sum basis (including all expenses and other associated costs):

- For the update and amendment of the Impact Fee Program, a total cost not to exceed \$38,450.
- For installation, training and preparation of the Administrator's Procedures Manual and computer-based fee assessment program, a total not to exceed \$5,000.

We are excited about the prospect of working again with the City on this project. Please let us know if we can provide additional information. We stand ready to meet with the City Council or any staff members to discuss and finalize our proposals.

Sincerely,



William F. Ross

cc: Mike Clark, Rodney Heard

Attachment: Proposed Scope of Services

* Bear in mind that all of the impact fee update work described here can be recovered as a 'system improvements cost' included in the City's impact fee collections.

City of McDonough Impact Fee Program Update

Scope of Services

Our services will include advice and assistance to the City in general on impact fee matters, the preparation of an Impact Fee Methodology Report (including all impact fee calculations), a completely amended Capital Improvements Element, the preparation of a revised impact fee schedule, and a review of the Impact Fee Ordinance to conform to current state law requirements.

The results of our proposed services will be the completion of an updated impact fee program and fee schedule for the City meeting all legal and administrative requirements. In addition, the amended CIE will conform to DCA requirements for inclusion in the City's Comprehensive Plan.

Our assistance would include the following items:

Task 1: Project Initiation

- a. Review of and revisions to unfinished public facilities projects carried over from the current impact fee program, if any, with specific attention to possible changes to such projects (including any applicable updates to the projects' estimated costs) in any or all of the City's three public facility categories:
 - Fire Protection,
 - Police Services, and
 - Parks and Recreation.
- b. Project cost estimates and start dates for impact fee eligible projects, determined in conjunction with City departmental estimates.

Budgeted capital projects, adopted Capital Improvement Plan project listings and departmental service plans/projections will be key inputs for the impact fee eligible project listing. All current cost estimates will be converted to Net Present Value (NPV) using average annual inflation rates (the CPI and Engineering News Record's BCI and CCI for building and other construction projects), discounted by the City's current investment interest rate.

Deliverables:

- Policy directions meeting with all affected departments regarding planned projects.

Task 2: Impact Fee Methodology Report

The preparation of a completely new Impact Fee Methodology Report addressing the City's five impact fee eligible public facility categories listed above, including new impact fee calculations which will reflect the following:

Forecasts

a. Population, dwelling unit and employment forecasts to 2040.

This step will include preparation of trend analyses against historic annual population data for various trial time frames, prepared as 1st, 2nd and 3rd order regressions; comparative analysis with ARC projections for the SuperDistrict and a "percentage-share" calculation based on Woods & Poole forecasts. Household and dwelling unit estimates will be based on available Census data, as will employment forecasts. The results will be presented in a Technical Appendix containing all pertinent calculations.

b. Tax digest forecasts.

These will be needed to calculate credits for new development property taxes attributable to impact fee projects, and will reflect average new house sales prices and per-employee nonresidential property values. The calculation of a credit against impact fees as needed to avoid potential situations of double taxation.

Level of Service (LOS) Standards.

a. Current level of service.

- Current LOS will be calculated individually for public safety categories (fire protection and police services) based on the floor area of existing facilities and existing number of vehicles serving the current day/night population.
- The current LOS for parks and recreation will consider the existing number of acres in park and open space land and the number of existing recreation facilities by type available to the current number of housing units in the City.

b. Future level of service.

- For the public safety categories, we will take into consideration planned improvements already approved or proposed, and extension of the current LOS to serve the future day/night population.
- For the parks and recreation, we will consider 1) extension of the current LOS to serve future housing growth; 2) planned park land additions and specific planned recreation

facilities; and 3) the City's past and planned improvements for an investment recoupment approach serving the total number of housing units projected to 2040.

c. Determination of the LOS standards to use

The current, future or other LOS standards recommended will be a function of City policies and the most advantageous impact fee calculations themselves.

Funding Mechanisms

Funding vehicles in place, including funding from the General Fund and from other sources (such as SPLOST, bonds or short-term financing vehicles).

Maximum Impact Fees

The maximum potential impact fee for each land use category is calculated to set the ceiling on fees that can be charged under the state law. The actual fees to be charged will be decided by the City Council as part of the Impact Fee Ordinance review/revision process.

Deliverables:

- Methodology Report containing all forecasts, credit data and NPV components, impact fee calculations for each public facility category, a maximum fee schedule by land use category, an Executive Summary regarding the financial implications of continuing the impact fee program and comparisons between the current fees and the maximum fee calculations. Pertinent Technical Appendices will be attached.
- Briefing Paper summarizing the Methodology Report for public and City Council presentation.
- Attendance at one City Council work session to review the proposed Methodology Report, which then will be finalized reflecting City Council comments.

Task 3: Capital Improvements Element

- a. A new (amended) Capital Improvements Element (CIE) based on the finalized Methodology Report will be prepared. The CIE document will be drawn from those portions of the Methodology Report (with supplemental text added) that are required to be included by the Georgia Department of Community Affairs.
- b. Impact fee projects will be summarized in the CIE, to be included in the Community Work Program prepared by City staff that will accompany the Comprehensive Plan Update.

Deliverables:

- Amended Capital Improvements Element containing all data required by the Georgia Department of Community Affairs to be incorporated into the Comprehensive Plan as an attachment. Pertinent Technical Appendices will be included.
- Briefing Paper summarizing the Capital Improvements Element for public and City Council presentation as part of the Comprehensive Plan update process.
- Attendance at the transmittal public hearing before the City Council regarding transmittal of the updated CIE to the Atlanta Regional Commission and DCA.
- Review of comments from DCA on the new CIE (if any) and appropriate responses.

Task 4: Adoption of the Updated Impact Fee Program

Adoption will involve the following:

a. Ordinance Review.

Preparation of a review of the City's Impact Fee Ordinance and recommendations (if any) to assure conformance to the Georgia Development Impact Fee Law and issues raised by City staff.

b. Council Briefing.

Preparation of briefing materials as needed for discussions with the City Council members regarding appropriate levels of impact fees to be charged.

c. Fee Schedule for Adoption.

Preparation of a new Impact fee schedule as an amendment to the City's Impact Fee Ordinance.

Deliverables:

- Attendance at one City Council workshop or multiple briefings to discuss the draft Impact Fee Ordinance and fee schedule.
- Attendance at one meeting of the City Council to adopt the amended CIE, Impact Fee Ordinance revisions if needed, and the new Impact fee schedule.
- Delivery of the final adopted version of the CIE, to be forwarded to ARC by City staff.

Task 5: Implementation of the Updated Impact Fee Program (Optional)

a. Administrator's Procedures Manual.

Preparation of a Procedures Manual documenting all current staff administrative procedures for such items as: assessing and collecting impact fees, maintaining financial records, handling appeals, preparing individual assessments, making refunds, and preparing Annual Update reports required by the state.

b. Impact Fee Computer Program.

We will install an Impact Fee Assessment and Collection computer program on the building permit clerk's computer (or other computer as preferred). The program software will be tailored to the City's unique procedures or issues in consultation with administrative staff.

The installation of the computerized fee assessment and collection program will be based on the latest version of Microsoft Access, and will include a written Procedures Manual for building permitting staff, specifically tailored to the City, regarding its day-to-day operations, recordkeeping, and reporting functions, and update procedures when fee schedules change.

Deliverables:

- Administrator's Procedures Manual covering all administrative processes (appeals, individual assessments, maintenance of records, refund procedures, annual reporting, etc.)
- Installation of a computerized fee assessment and collection program.
- Procedures Manual detailing all operations of the computerized assessment program.
- Training sessions for City staff.

Task 6: Continuing Services

Following adoption and implementation of the updated Impact Fee Program, ROSS+associates will stand ready to answer questions, provide explanations and otherwise provide continuing advice to the City as questions or issues arise for a period of one year at no cost to the City. This assistance will be advisory in nature and delivered by telephone or email as appropriate to the inquiry.

Agenda Item 12, February 3, 2022 Workshop

**STATE OF GEORGIA
COUNTY OF HENRY**

ORDINANCE NO. _____

WHEREAS, the City has experienced a proliferation of multi-family developments over the last decade which have brought about increased traffic, burdens on its public safety departments, and excessive demands on utility infrastructure, and

WHEREAS, there currently exists an adequate number of multi-family developments in the City, providing affordable housing opportunities for low and moderate-income current and future residents; and

WHEREAS, amending the City's zoning ordinance as provided herein will allow the housing market to balance and adjust existing multi-family developments into a proper mix of housing opportunities within the City; and

WHEREAS, public hearing to solicit and receive input on this change has been advertised and held in accordance with the requirements of state law.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF McDONOUGH that chapter 17 of the code of ordinances regarding business licenses and regulation be amended as follows:

-1-

Deleting, in their entirety, sections 17.40, 17.44, and 17.48 of the City's zoning ordinance for a period of five (5) years, or until April 19, 2026,

-2-

If any ordinance, or part thereof, is in conflict herewith, this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

This ordinance shall become effective upon adoption this 19th day of April, 2021.

CITY OF McDONOUGH

By: _____
Billy Copeland, Mayor

Attest: _____
Janis Price, City Clerk

Approved as to form:

**_____
James E. Elliott, Jr., City Attorney**