

CONSENT AGENDA ITEM SUMMARY
City Council Meeting December 16, 2024
Item Number: 6A



Presented by: William VonDenBosch

Public Works - Stormwater Department

ITEM SUMMARY:

Request for approval to move forward with Turnipseed Engineers' proposal from Vanasse Hangen Brustlin, Inc. for the 2025 Long Term Watershed Monitoring for the City's watershed protection plan required by Georgia Environmental Protection Division; and authorization for the Mayor to sign all related documents.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Total Cost: \$14,485.00

FUNDING SOURCE:

Line Item: 506 5.4970.52.1250 Enterprise Fund-Stormwater Department

ATTACHMENTS:

Cost Estimate from Ben Turnipseed Engineering

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



ATLANTA
AUGUSTA
ST. SIMONS ISLAND

November 22, 2024

Mr. Steve Morgan
City Administrator
City of McDonough
136 Keys Ferry Street
McDonough, Georgia 30253

Re: City of McDonough
Long Term Watershed Monitoring
Project No. 59-1.033

Dear Mr. Morgan:

Attached is the VHB proposal for watershed monitoring in 2025 required by the City's watershed protection plan and the NPDES permit for the City of McDonough. Page four on the attachment is the signature page. If you sign and return a pdf of this page, we will arrange for VHB to perform sampling and analysis in 2025.

The total 2025 monitoring cost for water quality parameters is \$14,485. The 2024 water quality monitoring was \$13,994 and biological monitoring cost was \$13,693. Biological monitoring (fish and macroinvertebrate sampling, twice in each 5-year period) is not required in 2025.

If you have any questions, please call us.

Yours truly,

A handwritten signature in blue ink, appearing to read "J. Lamar Rogers".

J. Lamar Rogers, P.E.

JLR:ej
Enclosure
cc: Mayor Sandra Vincent



Phone: 404.214.6745
www.vhb.com
Engineers | Scientists | Planners | Designers

Vanasse Hangen Brustlin, Inc.
1355 Peachtree St, NE
Suite 100
Atlanta, Georgia 30309

Client Authorization

☒ **New Contract**

Date 11/12/24

☐ **Amendment No.**

Project No. 87773.24/U170270

Project Name Long-Term Water Quality Monitoring
City of McDonough, GA

To:	City of McDonough	Cost	Amendment	Contract
	c/o Turnipseed Engineers, Inc.	Estimate		Total
	2255 Cumberland Pkwy, SE			
	Bldg. 400A	Water Quality		\$14,485
	Atlanta, GA 30339	Monitoring		
		(Lump Sum)		
	Email: jhollie@turnipseed.com			

As Requested By: J. Hollie

☒ **Fixed Fee**

☐ **Time & Expenses**

☐ **Cost + Fixed Fee**

☐ **Other**

This Agreement is composed of Part I, Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are proposed general terms of the engagement between City of McDonough, hereinafter called the "Client" and Vanasse Hangen Brustlin, Inc. (VHB). Turnipseed Engineers, Inc., will act as Client's representative in this Agreement.

SCOPE OF SERVICES

Water Quality Monitoring

Water quality monitoring will be conducted at five (5) study locations in 2025. A total of four sampling events (three dry and one wet) shall be conducted. At least two of the dry events will be collected during the warm summer season. A dry event is one with no rainfall for 72 hours prior to sampling. A wet event will be defined as >0.2 inch of rainfall over previous 24 hours with dry conditions (no rainfall) for 72 hours prior. Rainfall information will be tracked (real-time) using the USGS National Water Dashboard website (<https://dashboard.waterdata.usgs.gov/app/nwd/>) for nearby sites. Stream flow will be measured directly during dry sampling events at each site. Single, discreet grab samples will be collected for the events. The wet sample will be collected on the rising limb of the hydrograph, whenever possible.

Samples from study sites will be analyzed in the laboratory (GEPA-approved) for the following parameters: COD, BOD5, TSS, alkalinity, hardness, total phosphorus and orthophosphate, TKN, ammonia, and nitrate-nitrite. Additionally, the wet sample will be analyzed for dissolved metals (Pb, Cu, Zn, and Cd); filtering will be done at and by the laboratory. The wet/metals' sampling will be performed using "Clean Techniques."

In addition to laboratory analyses, the following in situ parameters will be measured during sample collection: air and water temperature, dissolved oxygen (DO), DO saturation (%), salinity, pH, turbidity, and specific conductance.

In addition to the aforementioned parameters, bacteriological monitoring (*E. coli* only) will be monitored over two sampling periods. During each sampling period, a total of four grab samples will be collected on a regular schedule (regardless of weather) within a 30-day period. No sample will be collected within 24 hours of another sample. Sampling will be performed between the months of May – October to correspond to state standards. No flow measurements will be made during bacteriological monitoring.

A report will be provided that describes the methods used, results, and discussion of results and potential problem areas, and EPA spreadsheets will be completed and submitted for each year. The report will be provided to Turnipseed Engineers, Inc., by early 2026.

ASSUMPTIONS

It is understood that VHB will perform services under the sole direction of the Client's representative. In the performance of these services, VHB will communicate its efforts with those of other project team members.

- No access problems to site(s) (site easily accessible)

SERVICES NOT INCLUDED

The following services have not been included in this Agreement at this time:

- No meetings

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the Client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

CLIENT FURNISHED INFORMATION

VHB will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this Agreement.

SCHEDULE

VHB will begin performance of the above services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the Client and is exclusive of Client and local review of interim products.

COMPENSATION

VHB will perform the Scope of Services contained in this agreement on a lump sum basis. VHB will invoice for the percentage of work completed based on the major components of the project. Invoices may be rendered upon documentation of completion of the following components of the project:

- Each wet and dry water quality sampling event, with laboratory reports provided
- Each 30-day bacteriological sampling period, with laboratory reports provided
- Final water quality report, data and data spreadsheets

Task	Lump Sum Fee
Water Quality Monitoring	\$14,485
Total	\$14,485

Prepared By: ge/jp

Department Approval: F. Ponce

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

**Vanasse Hangen Brustlin, Inc.
Authorization**

FAP By

Fabrício Ponce

Title Managing Director, Atlanta

Date _____

**Client Authorization (Please sign original
and return)**

By _____

Title _____

Date _____



MODIFIED STANDARD TERMS AND CONDITIONS FOR TURNIPSEED ENGINEERS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered as indicated on the Client Authorization and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses

incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products



produced solely in connection with this Agreement. The license may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. VHB shall at all times indemnify and save harmless Client, its officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and

coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent acts, errors or omissions, Client shall compensate VHB for actual expenses, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such



counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to

reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.



SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

AGENDA ITEM SUMMARY
December 16, 2024, City Council Meeting
Item Number: 10



Presented by: Ken Noble

Police Department

ITEM SUMMARY:

Request for approval of the purchase, implementation, and signing of a new contract for new FLOCK safety platform and services. This will be a 24-month contract.

SPECIAL CONSIDERATIONS OR CONCERNS:

This new hardware and service will be added to the current McDonough Police Departments FLOCK cameras. This new implementation will improve and offer new state of the art system to the current inventory of cameras.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

*(1) FLOCK Safety Platform \$159,500.00 (Annually)

*(1) (One time) Implementation Fee of \$18,575.00

*Total for Year 1= \$178,075.00

*Reoccurring Annual Fee for service and hardware = \$159,500.00.

Total for 24-month contract and implementation fees = \$337,575.00 (will be paid all at once at contract signing)

FUNDING SOURCE:

ARPA Funds

ATTACHMENTS:

Quote and explanation of services/hardware

OTHER DEPARTMENTAL REVIEW NEEDED:

X Yes

___ No

OTHER DEPARTMENTAL REVIEW

X Finance

Flock Safety 12/16/2024

Hardware and Software Products:

***Total Cost for This Section is \$159,500.00 Annually ***

Flock Safety Platform and Definitions of Products: (All costs included for this section).

1. **Flock Safety Flock OS- (1)** included in annual fee
 - FlockOS Advanced Package (1)- Introduces the integration of third-party live video cameras, seamlessly viewable through Flock's Video Management System (VMS) and an interactive Map view, enriching your situational awareness, i.e. (view of local business cameras 24/7).
2. **Flock Safety Bundles- (1)** included in annual fee
 - Flock Safety Solar Multi-Purpose LPR and Video Fixes w/LTE Service (1)- Law enforcement grade bundled standard range license plate recognition and live streamed solar powered fixed camera with 30 days of edge storage, with LTE. VMS (video management system) included and server free. Installed and maintained by Flock Safety, turnkey-no additional software or integration required. Includes Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users. AC power is also available, if needed.
3. **Flock Safety LPR Products- (5)** included in annual fee
 - Flock Safety Falcon (5)- Law enforcement grade infrastructure-free (solar-power + LTE) license plate recognition camera with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users. *** (These are additional cameras) ***
4. **Flock Video Products- (8) and (4)** included in annual fee
 - Flock Safety Condor PTZ w/LTE Service (8)- Law Enforcement grade live stream PTZ camera with 30 days of edge storage. VMS (video management system) included and free server. Installed and

maintained by Flock Safety, turnkey-no additional software or integration required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. * ***(Will be placed around the square)*** *

- Solar Condor Fixed (4)- Law enforcement grade live stream Solar powered camera with 30 days of edge storage. VMS (video management system) included and server free. Installed and maintained by Flock Safety, turnkey-no additional software or integration required. *Flock provided sim card is limited to 25 hours per month of streaming. * ***(Will be placed in the city's parks)*** *

5. Flock Safety Audio Products- (4) included in annual fee

- Flock Safety Raven- 1/2 mi. (4)- Raven Audio detection – ½ mile of coverage. The number of units deployed depends on geography and density of area. Raven detection is licensed by coverage area, not number of units.

6. Flock Safety Platform Add Ons -(50/400) included in annual fee **additional programs can be added, up to (400) with more fees. This proposal only includes the 50 programs.* *

- FlockOS Community Program (50/400)- Flock Community Program with Rollover Devices of 50 locations OR 400 connections, whichever occurs first. Flock will coordinate with the Agency on which submissions receive agency-paid connections, i.e. chosen businesses in the city.

Professional Services and One Time Purchases:

*** One Time Fees for This Section are \$18,575.00 ***

Flock Safety Platform and Definitions of Products: (All costs for this section is detailed below).

1. Flock Safety Professional Services

- Professional Services- Standard Implementation Fee- \$325.00 for (5) each = \$1,625.00 total.

- One-time Professional Services engagement. Includes site, safety assessment, camera setup, testing, shipping, and handling in accordance with Flock Safety Standards Implementation Service Brief.
- Professional Services- Bundle Implementation Fee- \$450.00 for (1) each= \$450.00 total.
 - One-time Professional Service engagement. Includes site, safety assessment, camera setup, testing, shipping, and handling in accordance with the Flock Safety Implementation Service Brief.
- Professional Services- Electrical Implementation Fee- \$625.00 for (8) each= \$5,000.00 total.
 - Electrical connection and maintenance services for AC powered devices by Flock qualified electrical workers.
- Condor Professional Services- Standard Implementation Fee- \$375.00 for (4) each= \$1,500.00.
 - One-time Professional Services engagement. Includes site, safety assessment, camera setup, testing, shipping, and handling in accordance with the Flock Safety Standard Implementation Service Brief.
- Professional Services- Community Program Implementation Fee- 50/400- \$10,000.00 for (1) = \$10,000.00.

Subtotal Year 1: \$178,075.00

Annual Reoccurring Subtotal: \$159,500.00

Discounts: \$18,575.00

Estimated Tax: \$0.00

**Contract Total for Two Years + Fees:
\$337,575.00**

Flock Safety + GA - McDonough PD

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

MAIN CONTACT:
Steve Hampton
steve.hampton@flocksafety.com
(404) 955-5355

flock safety



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	GA - McDonough PD	Initial Term:	24 Months
Legal Entity Name:	GA - McDonough PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	50 Lawrenceville St. McDonough, Georgia 30253	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$159,500.00
Flock Safety Flock OS			
FlockOS® Advanced Package	Included	1	Included
Flock Safety Bundles			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	5	Included
Flock Safety Video Products			
Flock Safety Condor™ PTZ w/ LTE Service	Included	8	Included
Solar Condor™ Fixed	Included	4	Included
Flock Safety Audio Products			
Flock Safety Raven ® - 1/2mi	Included	4	Included
Flock Safety Platform Add Ons			
FlockOS Community Program - 50 / 400	Included	400	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$325.00	5	\$1,625.00
Professional Services - Bundle Implementation Fee	\$450.00	1	\$450.00
Professional Services - Electrical Implementation Fee	\$625.00	8	\$5,000.00

Condor Professional Services - Standard Implementation Fee	\$375.00	4	\$1,500.00
Professional Services - Community Program Implementation Fee - 50 / 400	\$10,000.00	1	\$10,000.00
Subtotal Year 1:			\$178,075.00
Annual Recurring Subtotal:			\$159,500.00
Discounts:			\$18,575.00
Estimated Tax:			\$0.00
Contract Total:			\$337,575.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$178,075.00
Annual Recurring after Year 1	\$159,500.00
Contract Total	\$337,575.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$18,575.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Condor™ PTZ w/ LTE Service	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Flock Safety Raven® - 1/2mi	Raven Audio detection - 1/2 mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units.
FlockOS® Advanced Package	FlockOS® Advanced introduces the integration of third-party live video cameras, seamlessly viewable through Flock's Video Management System (VMS) and an interactive Map view, enriching your situational awareness.
Flock Safety Falcon®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Electrical Implementation Fee	Electrical connection and maintenance services for AC powered devices by Flock qualified electrical workers.
Solar Condor™ Fixed	Law enforcement grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. AC power is also available if needed.
Condor Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Law enforcement grade bundled standard range license plate recognition camera and live streamed solar powered fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. AC power is also available if needed.
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Falcon®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Condor™ Fixed	Law enforcement grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
FlockOS Community Program - 50 / 400	Flock Community Program with Rollover Devices. Package of 50 Locations OR 400 Connections, whichever occurs first. Flock will coordinate with the Agency on which submissions receive agency-paid connections.
Professional Services - Community Program Implementation Fee - 50 / 400	

FlockOS Features & Description

FlockOS Features	Description
Wing Gateway, Wing Cloud, Wing VMS	Unlocks access to purchase Wing.
Custom Map Layers	The FlockOS® Map is powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data.
Axon BWC (Body Worn Camera) Locations	Locate patrol officers and their BWC device statuses in one unified map view, optimizing coordination and response times.
Map PDF Attachments	
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
SSO	Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases login speed and information security.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

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

FLOCK GROUP, INC.

Customer: GA - McDonough PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2025
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Sandra Vincent (Name), the Mayor (Title), on behalf of the City of McDonough (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

147330

E-Verify Number

(Signature)

Sworn to and subscribed before me,

Sandra Vincent (Print)

This 16th day of December, 2024.

Mayor / Commission Chairperson

In the presence of:

(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL (required):

My Commission Expires:

NOTARY PUBLIC SEAL (required):

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Sandra Vincent

Printed Name of Authorized Officer or Agent

Mayor

Title of Authorized Officer or Agent

December 16, 2024

Date

Form Date - May 10, 2024

276 OAK PARK TR	LAWRENCEVILLE ST	OAK PARK CT	41
277 OAK PARK TR	OAK PARK CT	SOMERSET DR	39
278 OAK PARK TR	SOMERSET DR	CASEYS FIND	45
279 OAK PARK TR	CASEYS FIND	BRADFORD STATION	52
280 OAK PARK TR	BRADFORD STATION	ANASTASIA	70
281 ANASTASIA	OAK PARK TR	CUL DE SAC	44
282 ANASTASIA	OAK PARK TR	CUL DE SAC	66
283 BRADFORD STATION	OAK PARK TR	CUL DE SAC	61
284 CASEYS FIND	OAK PARK TR	CUL DE SAC	57
285 SOMERSET DR	OAK PARK TR	SOMERSET RG	43
286 SOMERSET DR	SOMERSET RG	CUL DE SAC	49
287 SOMERSET RG	SOMERSET DR	CUL DE SAC	36
288 OAK PARK CT	OAK PARK TR	OAK PARK CT	49
289 OAK PARK CT	OAK PARK CT	OAK PARK CT	58
290 OAK PARK CT	OAK PARK DR	CUL DE SAC	44
291 OAK PARK DR	OAK PARK CT	CUL DE SAC	31

OAK PARK SUBDIVISION MAP



OAK PARK SUBDIVISION MAP



AGENDA ITEM SUMMARY
December 16, 2024, City Council Meeting
Item Number: 12



Presented by: Mike Clark

Finance Department

ITEM SUMMARY:

Request for the adoption of a Resolution adopting the Draft Capital Improvements Element (Amendment)

SPECIAL CONSIDERATIONS OR CONCERNS:

The Draft Capital Improvements Element (Amendment) has been reviewed and approved by both the Atlanta Regional Commission and the Georgia Department of Community Affairs.

STAFF RECOMMENDATION:

Approve the Resolution to adopt the Draft Capital Improvements Element (Amendment).

FINANCIAL IMPACT:

N/A

FUNDING SOURCE:

Line Item: N/A

ATTACHMENTS:

Draft Capital Improvement Element

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

STATE OF GEORGIA
CITY OF MCDONOUGH

Adoption Resolution

Capital Improvements Element

City of McDonough, Georgia

WHEREAS, the City of McDonough has prepared a Capital Improvements Element, dated October 3, 2024; and,

WHEREAS the Capital Improvements Element was prepared and submitted to the Atlanta Regional Commission in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989; and,

WHEREAS, the Atlanta Regional Commission and the Georgia Department of Community Affairs have reviewed the Capital Improvements Element, and have found it to be consistent with all State and Regional requirements;

BE IT THEREFORE RESOLVED that the McDonough City Council does hereby adopt the Capital Improvements Element, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 16th day of December 2024.

BY: _____

ATTEST: _____

AGENDA ITEM SUMMARY
December 16, 2024, City Council Meeting
Item Number: 16



Presented by: Steve Morgan

Department: Highways & Streets

ITEM SUMMARY:

Request for approval to authorize Georgia Power to install lighting within the Iris Village Subdivision, at a cost of \$26,500.00, and per the City of McDonough policy, to take over the monthly Georgia Power light bill at a cost of \$385.05 per month; and authorize the Mayor to sign all related documents.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Installation Costs total \$26,500.00.
Monthly Estimated Total: \$385.05.

FUNDING SOURCE:

ARPA Funds

ATTACHMENTS:

Georgia Power installation Costs Breakdown
Lighting Services Agreement

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No



City of McDonough
136 Keys Ferry St
McDonough, GA
RE: Iris Lake Village – Common Area Lighting

December 10, 2024

Dear Sirs,

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business every day.

Georgia Power Company proposes the following for your streetlighting installation for additional common area lighting for Iris Lake Village in McDonough, GA:

Scope of Work

- Install (4) new black, 20' direct bury aluminum poles with 70 watt Traditionaire fixtures
- Installation requires approximately 425' of underground directional bore to install conductor
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance, up to and include fixture and/or system replacement at no additional cost**

Service Agreement:

Standard Governmental Service Agreement: 1-month term, automatically renews month to month after the initial term at the same monthly rate. Georgia Power retains ownership of the system. All materials, labor, energy & ongoing maintenance are included**.

Payment Options

Prepayment = \$0
Monthly service fee = \$340.44

Prepayment = \$18,060.00
Monthly service fee = \$81.92

**Does not include damage by others



City of McDonough
136 Keys Ferry St
McDonough, GA
RE: Iris Lake Village – Additional Community Lighting

December 10, 2024

Dear Sirs,

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business every day.

Georgia Power Company proposes the following for your streetlighting installation for additional street lights for Iris Lake Village in McDonough, GA:

Scope of Work

- Install (5) new black, 20' direct bury aluminum poles with 70 watt Traditionaire fixtures
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance, up to and include fixture and/or system replacement at no additional cost**

Service Agreement:

Standard Governmental Service Agreement: 1-month term, automatically renews month to month after the initial term at the same monthly rate. Georgia Power retains ownership of the system. All materials, labor, energy & ongoing maintenance are included**.

Payment Options

Prepayment = \$0
Monthly service fee = \$240.80

Prepayment = \$8,440.00
Monthly service fee = \$113.25

**Does not include damage by others

Lighting Services Agreement



Project # LP101861

Customer Legal Name MCDONOUGH CITY OF DBA _____
Service Address 0 IRIS LAKE RD MCDONOUGH GA 30253 County Henry - GA
Mailing Address 136 KEYS FERRY ST MCDONOUGH GA 30253
Email _____ Tel # 404-503-5241 Alt Tel # _____
Tax ID# 0618 Business Description Municipal Lighting
Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 69695-37019

Selected Components				
Action	Qty	Wattage	Type	Description
INS	17	70	LED	Post Top
Service Cost (\$)		Regulated Cost (\$)*	Monthly Cost (\$)*	
\$331.67		\$53.38	\$385.05	
			Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Remove 17 existing 150w sodium post top fixtures and replace with new LED fixtures.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☒ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Joe Cobb
Print Title:	Print Title: Account Exec
Date:	Date: