# AGENDA ITEM SUMMARY
**July 21, 2025, City Council Meeting**
**Item Number: 8**

Presented by: Brian Linton, Director — Technology Services Department

## ITEM SUMMARY:

Request for approval to pay the FLOCK Safety Platform LPR Falcon Maintenance invoice in the amount of $70,000.00.

## SPECIAL CONSIDERATIONS OR CONCERNS:

This is the Flock Safety Platform LPR Falcon Maintenance utilized by the Police Department.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

$70,000.00

## FUNDING SOURCE:

Line 214-5.3210.53.1795 (RedSpeed)

## ATTACHMENTS:

Flock Invoice

## OTHER DEPARTMENTAL REVIEW NEEDED:

_X__Yes ___No

## OTHER DEPARTMENTAL REVIEW

| | | |
|---|---|---|
| _X__Finance | ___Fire | ___Stormwater |
| ___Highway and Streets | ___Main Street | ___Water Distribution |
| ___Human Resources | _X__Police | ___Water/Sewer Operations |
| ___Community Development | ___ | ___Other |

flock safety

# INVOICE

**Flock Group Inc dba Flock Safety**
www.flocksafety.com

Invoice Number INV-68326
Invoice Date: 6/30/2025
Due Date: 7/30/2025
Payment Terms: Net 30
PO#:

Bill To: GA - McDonough PD
50 Lawrenceville St.
Mcdonough, Georgia, 30253

Ship To: GA - McDonough PD
136 Keys Ferry St
McDonough, Georgia 30253

Billing Company Name: GA - McDonough PD
Billing Contact Name: Brian Linton
Billing Email Address: blinton@mcdonoughga.org

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: GA - McDonough PD Co-Term: Year 3 of 60 Month Term, 2025 - 2026

*Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.*

| ITEMS | QTY | UNIT PRICE | SALES TAX | TOTAL |
|---|---|---|---|---|
| Flock Safety Platform | 1 | $0.00 | $0.00 | $0.00 |
| Flock Safety LPR, fka Falcon | 28 | $2,500.00 | $0.00 | $70,000.00 |

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

| | |
|---|---|
| **Subtotal:** | **$70,000.00** |
| **Sales Tax:** | **$0.00** |
| **Credit:** | **$0.00** |
| **Payments:** | **$0.00** |
| **Balance Due:** | **$70,000.00** |

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

flock safety

# INVOICE

**Flock Group Inc dba Flock Safety**
www.flocksafety.com

| | |
|---|---|
| Invoice Number | INV-68326 |
| Invoice Date: | 6/30/2025 |
| Due Date: | 7/30/2025 |
| Payment Terms: | Net 30 |
| PO#: | |

| Payment Remittance Information | |
|---|---|
| **Pay by Check:**<br><br>Payable to: Flock Group Inc<br>Memo: INV-68326<br>Mail to: PO Box 121923<br>Dallas, TX 75312-1923<br><br>*If paying by check, please include the remittance slip below.* | **Pay by ACH:**<br><br>Account Legal Name: Flock Group Inc.<br>Account Number: 3302113966<br>Account Type: Checking<br>Routing / SWIFT Code: 121140399 / SVBKUS6S<br><br>*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.* |

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

Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

| | | | |
|---|---|---|---|
| If sending via USPS: | Flock Group Inc<br>PO Box 121923<br>Dallas, TX 75312-1923 | Account: | GA - McDonough PD |
| Or | | Invoice # | INV-68326 |
| If sending via UPS, FedEx or USPS: | Flock Group Inc<br>891923<br>885 East Collins Boulevard,<br>Suite 110<br>Richardson, TX 75081 | Amount Due: | **$70,000.00** |
| | | Amount Enclosed: | $ ________ |

Georgia Department of Transportation

**Russell R. McMurry, P.E., Commissioner**
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

July 1, 2025

*Sent Via Email*

Christy Taylor
City Clerk
136 Keys Ferry Street
City Hall 2nd Floor
McDonough, Georgia 30253

**SUBJECT: City of McDonough Memorandum of Agreement**
**GDOT PI No.: 0020744, Multiple Counties**
**Crossing No.: 718412A, CS 733 / Racetrack Road @ RR MP 181.65-H**

Dear Christy Taylor, City Clerk:

Attached is a Memorandum of Agreement (MOA) between City of McDonough, (Local Government) and the Georgia Department of Transportation (Department). This MOA is supported by plans and estimate that were prepared by Norfolk Southern Corporation (Railroad) of which the Department will bear 100 percent of the construction cost. The MOA covers the installation of roadway improvements that may include one or more of the following: roadway delineators, railroad crossing signage, raised pavement markers, roadway markings/striping and/or solar-powered warning signage. These improvements will be made where CS 733 (Racetrack Road) crosses the tracks of the Railroad at Railroad Milepost 181.65-H in City of McDonough in Henry County, Georgia.

After the construction of these improvements is completed, the Local Government will be responsible for any and all maintenance, as well as repair and replacement ("Upkeep") of the improvements (Reference O.C.G.A. § 32-6-50). All cost for the Upkeep shall be the sole responsibility of the Local Government.

If the Local Government concurs with the MOA, please handle a digital copy of this package for execution as an original on behalf of the Local Government and return to this Office for execution on behalf of the Department. In addition, please note that a witness signature on the MOA is necessary. The Official Seal of the Local Government is required to be affixed to the MOA in compliance with instructions from the State's Attorney

General's Office. The MOA "Effective Date" will be dated upon execution on behalf of the Department.

If you have any questions regarding this matter, please contact Jason Mobley at 404-293-8355 or via email at jmobley@dot.ga.gov or by mail addressed to Georgia Department of Transportation, Office of Utilities – Attn. Jason Mobley, 600 W. Peachtree St. NW, 10th Floor, Atlanta, Georgia 30308.

Sincerely,

Jason W. Mobley FOR:

Nicholas Fields
State Utilities Administrator

NF:YPF:JM:JT:to

Attachments (Agreement, Plans and Estimates)

CC: Yulonda Pride-Foster, Asst. State Utilities Administrator
Jason Mobley, State Railroad Crossing Engineer

**MEMORANDUM OF AGREEMENT**
**By and Between**
**The Georgia Department of Transportation**
**And**
**City of McDonough, Georgia**

Project Identification Number: 0020744
Contract ID No.: UAOUT2500729
Project Description: Highway-Rail Grade Crossing Safety Improvements at CS 733 / Racetrack Road, RR Crossing ID No. 718412A

**THIS MEMORANDUM OF AGREEMENT, (also referred to herein as "MOA"),** entered on ____________________ (its "Effective Date"), by and between the **Georgia Department of Transportation,** an agency of the State of Georgia (hereinafter "Department"), and the **City of McDonough,** a political subdivision of the State of Georgia, (hereinafter "Local Government"). The Department and the Local Government may be referred to individually as the "Party" or collectively as "Parties."

WHEREAS, the Department seeks to implement Highway-Rail Grade Crossing Improvements at designated at-grade intersections within the state; and,

WHEREAS, one or more designated at-grade intersections are located within the boundaries of the Local Government; and,

WHEREAS, the Department would like to install designated Highway-Rail Grade Crossing Improvements at such location(s) within the boundaries of the Local Government, and the Local Government is amenable to this installation occurring; and,

WHEREAS, the Parties wish to establish the responsibilities to be undertaken regarding the Highway-Rail Grade Crossing Improvements to be made and their subsequent maintenance; and,

NOW THEREFORE, for and in consideration of the mutual promises and other good and valuable considerations set forth in this MOA, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This MOA shall commence on its Effective Date and remain in existence until completion of the installation of the Highway-Rail Grade Crossing Safety Improvements or as otherwise set forth herein.

2. **Responsibilities**. Each Party shall have the responsibilities for the project as set forth herein:

**DEPARTMENT**

a. The Department will make Highway-Rail Grade Crossing Improvements at the at-grade intersection(s) identified in Attachment A, which is appended to this

MOA and incorporated by reference and made part thereof. The specific elements of the Highway-Rail Grade Crossing Improvements to be implemented for the Local Government shall be referenced collectively herein as "Improvements." For purposes of this MOA, the Improvements to be made shall include one or more of the following: delineators, railroad crossing signage; raised pavement markings; markings/striping; and/or solar-powered warning signs illuminated by light-emitting diodes as identified on Attachment A.

i. The Department shall design (through preliminary engineering), construct, and install the Improvements (the "Work"). The Department will consult with the Local Government in their execution. All final decisions regarding the Work shall be made by the Department.
ii. The Department shall bear all costs related to the Work, including, but not limited to, the initial payment for all materials and services necessary for its completion.
iii. The Work shall commence upon the issuance of a notice to proceed and shall be completed in accordance with Attachment A. The Department expects, but in no way guarantees, that the project will be completed in approximately nine months. Compliance with directives by federal regulatory agencies, weather, and other circumstances beyond the control of the Department and its contractors may result in scheduling delays. The Department will perform the Work as safely and expeditiously as possible and in a manner that will minimize a disruption at the location(s) within the Local Government.

b. Notwithstanding the foregoing, it shall be a condition precedent to the Department's delivery of the Work that the Department enter into a separate written agreement(s) with Norfolk Southern Railway Company ("The Railroad"), owner of the tracks at the crossing, to facilitate the installation of proposed improvements in this MOA. If the Department is unable to enter into such a written agreement(s) with The Railroad within 18 months from the Effective Date of the MOA, the Department's obligation to make the Improvements herein shall be null and void and this MOA shall automatically terminate.

**LOCAL GOVERNMENT**

a. The Local Government will work collaboratively with the Department for the purpose of arriving at the final design criteria and standards for the Work. The Local Government will defer to the Department GDOT on the specific design criteria for the Project.

b. Once the Work is completed, the Local Government will be responsible for any and all maintenance, repair, and replacement ("Upkeep") for the Improvements. All such Upkeep shall be performed in conformity with the uniform regulations of the Department referenced in O.C.G.A. § 32-6-50. All costs for the Upkeep shall be the sole responsibility of the Local Government. The Department shall have no obligation for any facet of the Improvements' Upkeep.

c. The Local Government's responsibilities regarding Upkeep of the Improvements in this Paragraph 2. shall survive the termination of this MOA.

3. **No Obligation by The Railroad.** The Railroad is not a party to this MOA and is not subject to any obligations or liabilities to the Department, Local Government, or other party under the terms of this MOA.

4. **No Liability.** The Department shall have no liability to the Local Government regarding the Work, including, but not limited to, material, design, engineering, and/or construction defects.

5. **Notices.** Notices, requests, demands and other communications provided for hereunder shall be in writing and mailed by first class United Stated certified mail, return receipt request; delivered by overnight carrier; or personally delivered to the applicable party at the addresses indicated:

In case of GDOT, to:

State Railroad Crossing Engineer
State Utilities Office
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308

In case of Local Government to:

City Clerk
136 Keys Ferry Street
City Hall 2nd Floor
McDonough, Georgia 30253

Or at such other street address, facsimile, email address, or telephone number as time to time is designated in writing by the Party receiving the notice.

6. **Termination.** Subject to the terms of this MOA, either Party may terminate this agreement for any reason by providing thirty (30) days' written notice to the other Party.

7. **No Third-Party Beneficiaries; No Assignments:** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits whatever under or by reason of this MOA.

8. **Execution and Choice of Law.** This MOA shall be deemed to be executed in Fulton County of the State of Georgia, and all matters pertaining to its validity, construction, interpretation and effect shall be governed by the laws of the State of Georgia.

9. **Assignments.** Except as may be herein provided, neither Party will transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

10. **Adherence by Successors.** Each of the provisions of this MOA will be binding upon and inure to the benefit and detriment of the Parties and their successors and assigns.

11. **Entire Agreement.** This MOA supersedes all prior negotiations, discussions, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Parties has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this MOA. No modification of or amendment to this MOA will be binding on either Party hereto unless such modification or amendment is properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof. The Parties agree to cooperate fully in connection with such modifications and amendments if and as determined necessary.

(Signatures Contained on the Next Page.)

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

| | |
|---|---|
| **GEORGIA DEPARTMENT OF TRANSPORTATION** | **CITY OF MCDONOUGH** |
| BY: ___________________________<br>Russell R. McMurry, P.E.<br>Commissioner | BY: _________________________<br>Name: ______________________<br>Title: ________________________ |
| (SEAL) | (SEAL) |
| | This Memorandum of Agreement approved by the City of McDonough, this ______day of _____________, 20__. |
| ATTEST: | ATTEST: |
| BY: ___________________________<br>Angela O. Whitworth<br>Treasurer | BY: _________________________<br>Name: ______________________<br>Title: ________________________ |

**ATTACHMENT A**

(Attachment Begins on the Next Page.)

*[This sheet intentionally left blank]*

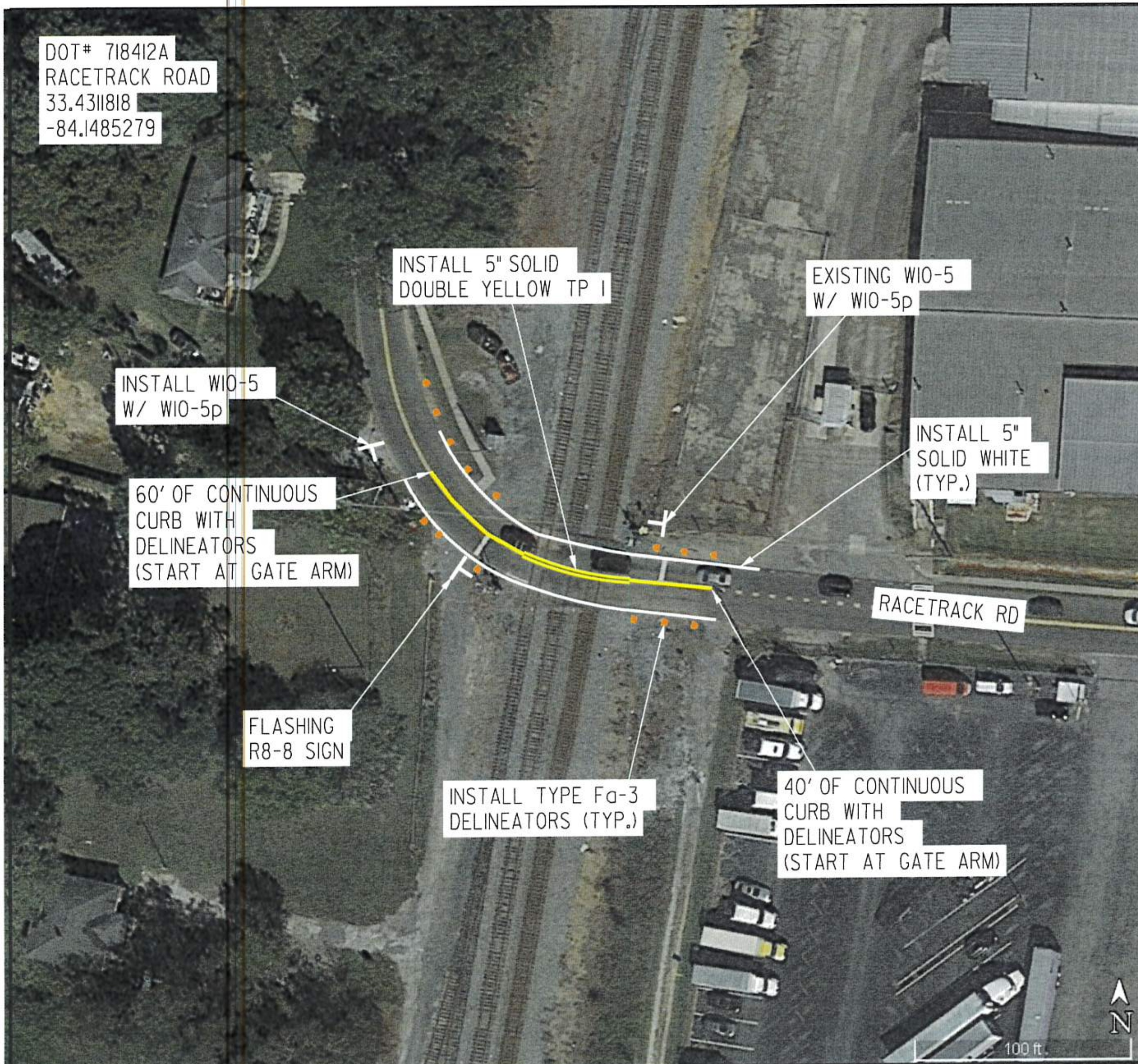
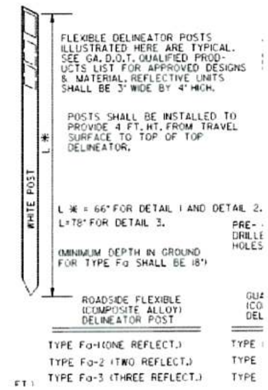



EXHIBIT - PROPOSED SAFETY IMPROVEMENTS

PROJECT DESCRIPTION: TO INCREASE SAFETY AT THIS RAILROAD CROSSING AND TO REDUCE MOTORISTS GETTING STUCK ON TRACKS, THE INSTALLATION OF SOLAR-POWERED FLASHING R8-8 SIGNS AND EDGE DELINEATORS ARE BEINEG PROPOSED.




NOTE:
1. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH GEORGIA STANDARD SPECIFICATIONS (CURRENT EDITION); AREMA C&S MANUAL (CURRENT EDITION); MUTCD (CURRENT EDITION); GEORGIA STANDARDS 9100, 9102, 9024A, 9030C, T-2, T-3A
2. ALL SIGNALS, SIGNAGE AND DELINEATORS SHALL BE 15 FT FROM TRACK CENTERLINE

NOTE:
CONCEPTUAL - NOT FOR CONSTRUCTION

| REV | BY | DATE | DESCRIPTION |
|---|---|---|---|

DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN

NORFOLK SOUTHERN
ATLANTA SOUTH DISTRICT
COASTAL DIVISION
ATLANTA, GA

DOT# 718412A -- MCDONOUGH, GA
RACETRACK ROAD

| | | | |
|---|---|---|---|
| DGN | VAL SEC N/A | MAP N/A | MILEPOST 181.65-H |
| CHK | FILE N/A | | DATE 6-NOV-2024 |
| SHEET NO 01 OF 01 | DRAWING NO N/A | | |

STV INCORPORATED
1201 PEACHTREE STREET, NE, SUITE 1550
ATLANTA, GEORGIA 30361
678-736-7650

# DETAILED CONSTRUCTION ESTIMATE

**Grade Crossing Hazard Elimination - McDonough, GA - DOT# 718412A - MP 181.65-H**

## Estimate of Proposed Crossing Improvements

| Item | Unit | Quantity | Unit Price | Cost |
|---|---|---|---|---|
| Qwick Kurb Interlocking Raised Separator Unit, Yellow | **EA** | 28 | $110.00 | **$3,080** |
| Qwick Kurb Male and Female End Unit, Yellow | **EA** | 4 | $100.00 | **$400** |
| Qwick Kurb Reflective Arc, Yellow | **EA** | 28 | $30.00 | **$840** |
| Qwick Kurb Mega Marker w/ Flex & Bar, Yellow Reflective Sheeting (spaced 10 feet apart)** | **EA** | 12 | $120.00 | **$1,440** |
| Qwick Kurb Pavement Anchors | **EA** | 56 | $3.00 | **$168** |
| Edge Delineators* | **EA** | 14 | $150.00 | **$2,100** |
| Railroad Striping/Pavement Markings | **LF** | 700 | $1.30 | **$910** |
| Advanced Warning Signs (Solar Powered Flashing Sign)*** | **LS** | 1 | $7,000.00 | **$7,000** |
| Advanced Warning Signs W10-5 & W10-5p | **LS** | 1 | $1,500.00 | **$1,500** |
| Project Coordination/Mobilization | **LS** | 1 | $6000.00 | **$6,000** |
| Manpower/Installation w/ 4 Person crew (Assume 8-hour duration) | **LH** | 32 | $70.00 | **$2,240** |
| MOT/Traffic Controls | **LS** | 1 | $3000.00 | **$3,000** |
| **Total Cost** | | | | **$28,678** |

* Future cost of damaged uprights is estimated as $15/yr per 10 feet for delineators.

** Securing Arcs and Screws are included in estimate.

*** 3-year limited battery warranty, 5-year limited system warranty, 10-year limited solar panel warranty.

# AGENDA ITEM SUMMARY
**July 21, 2025, City Council Meeting**
**Item Number: 10**

Presented by: Chief Dave Williams | Public Safety – Fire Department

## ITEM SUMMARY:

Request for authorization to pay Ten-8 Fire and Safety invoice for emergency repairs to Engine 51, at a cost of $24,006.17.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Engine 51 was taken out of service for pump, gauge, and emergency door issues. Work was completed on June 12, 2025. Funding is available from General Funds Budget.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

$24,006.17

## FUNDING SOURCE:

2024-25 GL 100-5.3520.52.2210 (Auto & Truck Repairs and Maintenance)

## ATTACHMENTS:

Original Invoice Received on 07/02/2025 with GL: signed by Fire Chief and City Administrator.

## OTHER DEPARMENTAL REVIEW NEEDED:

_X_ Yes ___No

## OTHER DEPARMENTAL REVIEW

_XX_ Finance XX___ Other – City Admin.

**Department Name:**

**Comments:**

(2024-25) 07-03-2025

100-5-35200-52-2210

07-03-2025

TEN-8 FIRE & SAFETY

**TEN-8 FIRE & SAFETY, LLC**
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone: 800-228-8368
Fax: 941-756-2598

Original

# Service Invoice

| | |
|---|---|
| Page | 1/5 |
| Invoice No: | 1310075644 |
| Invoice Date | 06/30/25 |
| Payment Terms | 30 DWOR |

Invoice to:

**MCDONOUGH FIRE DEPT**

88 KEYS FERRY STREET
MCDONOUGH GA 30253
USA

| | |
|---|---|
| Customer No. | C00627 |
| PO Number | pump issues |
| Equipment Id.: | FC1501 |
| VIN #: | 79156PC11751 |
| Description: | Fire Truck |
| Veh. Miles: | 49,521 |
| Veh. Hours: | 4,989 |
| Approved: | |

| No. | Description | Quantit | Price | Amount | Disc. % | Disc. Amt. | Total |
|---|---|---|---|---|---|---|---|
| **COMPL** | **FC1501/COURTESY INSPECTION** | | | | | | |
| LABOR | LABOR | 1 | | | | | |
| 003 | CAUSE: | | | | | | |
| 004 | CORRECTION: Courtesy Inspection | | | | | | |
| 005 | **Subtotal:** | | | | | | 0.00 |
| **COMPL** | **FC1501/PUMP GAUGE INOP** | | | | | | |
| LABOR | LABOR | 5 | 195.00 | 975.00 | | | 975.00 |
| SHOP | SHOP SUPPLIES | 1 | 109.29 | 109.29 | | | 109.29 |
| 3010100-20100 | 2.5" 63MM 0-400 WHITE FACE GAUGE | 4 | 97.79 | 391.16 | | | 391.16 |
| 010 | CAUSE: Corrosion on the gauge shorted out the transducer on the tank | | | | | | |
| 011 | CORRECTION: Tried to replace the transducer and recalibrate the gauge. The gauge wouldn't not go into calibration mode. Checked the gauge and the harness showed corrosion in it and the plug of the gauge. The gauge is broken and allowed water to get inside We need to replace the gauge and the harness as well. Removed gauge and harness and ordered parts. | | | | | | |
| 012 | CORRECTION: Replaced 3 gauges on pump panel | | | | | | |
| 013 | CORRECTION: Changed 1 more gauge | | | | | | |
| 014 | **Subtotal:** | | | | | | 1,475.45 |
| **COMPL** | **FC1501/TANK LEVEL INDICATOR INOP** | | | | | | |
| LABOR | LABOR | 9 | 195.00 | 1,755.00 | | | 1,755.00 |
| SHOP | SHOP SUPPLIES | 1 | 242.66 | 242.66 | | | 242.66 |
| 2634097 | TRANSDUCER,TANK LEVEL,PUC | 1 | 382.29 | 382.29 | | | 382.29 |
| XE-WL300-D0A | DM TANKVISION PRO 300 WATER FRAC | 1 | 592.00 | 592.00 | | | 592.00 |
| XE-WL200S-C10C | CABLE TANKVISION SENSOR 10-FT | 1 | 79.00 | 79.00 | | | 79.00 |
| 021 | CAUSE: Corrosion on the gauge shorted out the transducer on the tank | | | | | | |
| 022 | CORRECTION: Replaced transducer and tried to calibrate the gauge. It would not go,into calibration mode. Found corrosion on the terminals in the gauge as well as the wire harness tried to replace the plug at the end of harness but it did not help. Ordered new water level gauge and harness | | | | | | |
| 023 | CORRECTION: Remove #2and #3 gauges. We need to find out if they are okay with the new ones not matching the others, otherwise matching will need to be ordered | | | | | | |
| 024 | CORRECTION: Installed new tank water level gauge, but have not had a chance to calibrate yet | | | | | | |
| 025 | CORRECTION: Finish wire harness | | | | | | |
| 026 | CORRECTION: Started with an empty tank and Tried to use the calibration procedure but it did not take. Tried multiple times. Changed the transducer and tried the full tank calibration but it will not take either. | | | | | | |

**TEN-8 FIRE & SAFETY, LLC**

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone: 800-228-8368
Fax: 941-756-2598

**Original** | **Service Invoice**

| | |
|---|---|
| Page | 2/5 |
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| Invoice Date | 06/30/25 |
| Payment Terms | 30 DWOR |

Invoice to:

**MCDONOUGH FIRE DEPT**

88 KEYS FERRY STREET
MCDONOUGH GA 30253
USA

| | |
|---|---|
| Customer No. | C00627 |
| PO Number | pump issues |
| Equipment Id.: | FC1501 |
| VIN #: | 79156PC11751 |
| Description: | Fire Truck |
| Veh. Miles: | 49,521 |
| Veh. Hours: | 4,989 |
| Approved: | |

Currency: $

| No. | Description | Quantit | Price | Amount | Disc. % | Disc. Amt. | Total |
|---|---|---|---|---|---|---|---|
| 027 | CORRECTION: Removed tank level gauge for replacement | | | | | | |
| 028 | CORRECTION: Put another gauge in and filled the tank. This one finally took the calibration. Truck was drained and refilled multiple time to verify correct operation of water level gauge | | | | | | |
| 029 | CORRECTION: Top of tank with garden hose | | | | | | |
| 030 | CORRECTION: We were having trouble getting the water level gauge to work. Changed the transducer 3 or 4 times. Corey swapped the gauge from another truck and it worked. We got a bad gauge so need to order a new one | | | | | | |
| 031 | **Subtotal:** | | | | | | **3,050.95** |
| **COMPL** | **FC1501/DOOR AJAR ALARM WILL RANDOMLY GO OFF/STOP WHEN A BUMP IS HIT** | | | | | | |
| LABOR | LABOR | 22 | 195.00 | 4,290.00 | | | 4,290.00 |
| SHOP | SHOP SUPPLIES | 1 | 513.83 | 513.83 | | | 513.83 |
| R01078 | LATCH/BLOCK SWITCH (KIT DASS) | 8 | 268.18 | 2,145.44 | | | 2,145.44 |
| 036 | CAUSE: | | | | | | |
| 037 | CORRECTION: LS1, Rear, RS1,RS2 door switches inop | | | | | | |
| 038 | CORRECTION: Removed 4 door switches | | | | | | |
| 039 | CORRECTION: Started working on replacing bad door switches | | | | | | |
| 040 | CORRECTION: Remove adhesive from light bar | | | | | | |
| 041 | CORRECTION: Installed 1 door switch in LS1 and the light tested but it still doesn't work may need wiring diagram | | | | | | |
| 042 | CORRECTION: Started tryin to trace wires on door switches but I need a wiring diagram | | | | | | |
| 043 | CORRECTION: Install 4 new switches and check operation of all others and "DNMT" light. Then button it all back together | | | | | | |
| 044 | CORRECTION: Started correcting all the broken wires at the junction block | | | | | | |
| 045 | **Subtotal:** | | | | | | **6,949.27** |
| **COMPL** | **FC1501/AIR LEAK BEHIND PUMP SHIFTER (INSIDE CAB)** | | | | | | |
| LABOR | LABOR | 5 | 195.00 | 975.00 | | | 975.00 |
| SHOP | SHOP SUPPLIES | 1 | 111.16 | 111.16 | | | 111.16 |
| VM00104 | "SWITCH, AIR,""OK TO PUMP"", PUMP SHIFT" | 1 | 375.00 | 375.00 | | | 375.00 |
| KA00041 | KIT 1.75 AIR SHIFT | 1 | 39.55 | 39.55 | | | 39.55 |
| 051 | CORRECTION: Air up truck and remove the panel at the pump gear shifter. Shifter is pouring air. Remove shifter and submit parts request | | | | | | |

TEN-8 FIRE & SAFETY

**TEN-8 FIRE & SAFETY, LLC**
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone: 800-228-8368
Fax: 941-756-2598

**Original** **Service Invoice**

| | |
|---|---|
| Page | **3/5** |
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Invoice to:
**MCDONOUGH FIRE DEPT**

88 KEYS FERRY STREET
MCDONOUGH GA 30253
USA

| | |
|---|---|
| Customer No. | **C00627** |
| PO Number | **pump Issues** |
| Equipment Id.: | **FC1501** |
| VIN #: | **79156PC11751** |
| Description: | **Fire Truck** |
| Veh. Miles: | **49,521** |
| Veh. Hours: | **4,989** |
| Approved: | |

Currency: $

| No. | Description | Quantit | Price | Amount | Disc. % | Disc. Amt. | Total |
|---|---|---|---|---|---|---|---|
| 052 | CORRECTION: Installed new switch but it still has leaks coming from bleed through of the pump shift on the Tcase | | | | | | |
| 053 | CORRECTION: Used a rebuild kit to repair the shift cylinder on the Tcase and installed the switch on the dash. Checked for leaks. | | | | | | |
| 054 | CORRECTION: Installed new switch, but somehow it did the same thing as the original switch | | | | | | |
| 055 | **Subtotal:** | | | | | | **1,500.71** |
| **COMPL** | **FC1501/MULTIPLE BALL VALVES LEAKING** | | | | | | |
| LABOR | LABOR | 21 | 195.00 | 4,095.00 | | | 4,095.00 |
| SHOP | SHOP SUPPLIES | 1 | 509.00 | 509.00 | | | 509.00 |
| 9146 | KIT CONV/REPAIR W/ S/S BALL 2-1/2 | 1 | 152.86 | 152.86 | | | 152.86 |
| 9147 | "KIT,3"" & 3.5"" CONV/REPAIR W/ S/SBALL" | 2 | 196.62 | 393.24 | | | 393.24 |
| KA00008 | KIT 2.5 W/BALL | 4 | 406.07 | 1,624.28 | | | 1,624.28 |
| Parts | THREADED ROD | 2 | 52.93 | 105.86 | | | 105.86 |
| 063 | CORRECTION: Submit parts request | | | | | | |
| 064 | CORRECTION: Remove rear 2 1/2 discharge valve | | | | | | |
| 065 | CORRECTION: Remove number 1 discharge | | | | | | |
| 066 | CORRECTION: Removed number 2, 3, and auxiliary intake valves | | | | | | |
| 067 | CORRECTION: Rebuild #3 Darley valve and rear discharge Akron valves | | | | | | |
| 068 | CORRECTION: Installed newly rebuilt Number 3 ball valve and the throw arm was hitting the passenger side wall. After several sessions of trial and error, I finally found the correct combination, but the linkage was now too long. I cut 3/4-1 inch from the linkage and no the valve opens and closes fully in both directions. The linkage was now hitting the wall had to have been an ongoing problem because they was an additional ball valve on the outside f the wall. What would be the purpose of stacking two ball valves together like that? | | | | | | |
| 069 | CORRECTION: Rebuild #1, #2, auxiliary intake ball valves and installed. Then put pump panel back together along with drains | | | | | | |
| 070 | CORRECTION: Put air into the pump and found deck gun valve leaking. Removed and rebuilt valve. Installed it back in and found all the plumbing connections were also leaking for that valve. Removed valve again and plumbing to the valve. Put thread dope heavily on all the threads and put the elbow back together | | | | | | |
| 071 | CORRECTION: Installed elbow and valves that were removed yesterday. Checked for leaks with air and soap bubbles. Found small leaks at the flanges on the bottom of two Akron valves. Tried to dry vac and it still failed immediately. | | | | | | |
| 072 | CORRECTION: Still have rear discharge leaking and tank to pump leaking | | | | | | |
| 073 | **Subtotal:** | | | | | | **6,880.24** |
| **COMPL** | **FC1501/FAILED DRY VAC IMMEDIATELY (POSSIBLY DUE TO THE LEAKING BALL VALVES)** | | | | | | |

TEN-8 FIRE & SAFETY

**TEN-8 FIRE & SAFETY, LLC**
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone: 800-228-8368
Fax: 941-756-2598

**Original** **Service Invoice**

| | |
|---|---|
| Page | 4/5 |
| Invoice No: | 1310075644 |
| Invoice Date | 06/30/25 |
| Payment Terms | 30 DWOR |

Invoice to:
**MCDONOUGH FIRE DEPT**

88 KEYS FERRY STREET
MCDONOUGH GA 30253
USA

| | |
|---|---|
| Customer No. | C00627 |
| PO Number | pump issues |
| Equipment Id.: | FC1501 |
| VIN #: | 79156PC11751 |
| Description: | Fire Truck |
| Veh. Miles: | 49,521 |
| Veh. Hours: | 4,989 |
| Approved: | |

Currency: $

| No. | Description | Quantit | Price | Amount | Disc. % | Disc. Amt. | Total |
|---|---|---|---|---|---|---|---|
| LABOR | LABOR | 1 | 195.00 | 195.00 | | | 195.00 |
| SHOP | SHOP SUPPLIES | 1 | | | | | |
| 077 | CORRECTION: After replacing tank to pump and rear discharge and rebuilding 1, 2, 3, and tank fill, truck passed dry vac. It went to 24.5 and held to 21 in five minutes time. | | | | | | |
| 078 | **Subtotal:** | | | | | | **195.00** |
| **COMPL** | **FC1501/TANK TO PUMP AND/OR TANK FILL VALVE LEAKING** | | | | | | |
| LABOR | LABOR | 11 | 195.00 | 2,145.00 | | | 2,145.00 |
| SHOP | SHOP SUPPLIES | 1 | 272.10 | 272.10 | | | 272.10 |
| 88300025 | "3"" & 3.5"" VALVE SUB ASSEMBLY S/S W/R1 HANDLE." | 1 | 626.95 | 626.95 | | | 626.95 |
| 88250026 | BODY S/A 2.5 L/ADPTS W/R1 HDL VLV S/O# | 1 | 481.70 | 481.70 | | | 481.70 |
| 9145 | KIT, CONV/REPAIR W/ S/S BALL 2" GEN2 | 1 | 147.20 | 147.20 | | | 147.20 |
| 085 | CORRECTION: Drain water tank and remove tank to pump valve | | | | | | |
| 086 | CORRECTION: Installed rebuilt tank to pump valve | | | | | | |
| 087 | CORRECTION: Removed tank to pump, rear discharge leaking and, and tank refill valves. To further inspect because truck still will not hold vacuum. Rear discharge has a warped flange, so I will replace it. Tank to pump is also warped. Tank refill can be rebuilt at this time | | | | | | |
| 088 | CORRECTION: Had to completely replace tank to pump and was able to rebuild tank refill valve. Also replaced rear discharge vale because it still leaked after it was rebuilt | | | | | | |
| 089 | **Subtotal:** | | | | | | **3,672.95** |
| **COMPL** | **FC1501/QUALITY CHECK** | | | | | | |
| LABOR | LABOR | 1 | | | | | |
| 092 | CORRECTION: Replaced broken bolts on the rear Tcase support | | | | | | |
| 093 | **Subtotal:** | | | | | | **0.00** |

**Tax Details**

| Tax Code | Tax % | Net | Tax |
|---|---|---|---|

| | |
|---|---|
| Subtotal: | **$ 23,724.57** |
| Freight: | **$ 281.60** |
| Total Before Tax: | **$ 24,006.17** |
| Total Tax Amount: | **$ 0.00** |
| **Total Amount:** | **$ 24,006.17** |

**TEN-8 FIRE & SAFETY, LLC**
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone: 800-228-8368
Fax: 941-756-2598

**Original** **Service Invoice**

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Invoice to:
**MCDONOUGH FIRE DEPT**

88 KEYS FERRY STREET
MCDONOUGH GA 30253
USA

| | |
|---|---|
| Customer No. | **C00627** |
| PO Number | **pump issues** |
| Equipment Id.: | **FC1501** |
| VIN #: | **79156PC11751** |
| Description: | **Fire Truck** |
| Veh. Miles: | **49,521** |
| Veh. Hours: | **4,989** |
| Approved: | |

Currency: **$**

**Additional Expenses:** Shipping Type:

| # | Description | Net | Tax Code | Tax % | Tax | Gross |
|---|---|---|---|---|---|---|
| 1 | FREIGHT SER GA | 281.60 | GAHENRY | 0.000 | 0.00 | 281.60 |

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at https://ten8fire.com/return-policy
**Please remit to: Ten-8 Fire and Safety, LLC, P.O. Box 749713 Atlanta Ga. 30374-9713**
**Net 30 terms apply unless otherwise defined.**

# AGENDA ITEM SUMMARY
**July 21, 2025, City Council Meeting**
**Item Number: 11**

Presented by: Director, Dr. Ralph Igwedibie    Finance Department

## ITEM SUMMARY:

Request for authorization for the Mayor to sign the agreement to purchase Debtbook software to be used to maintain leases and subscriptions to comply with GASB 87 and 96, at a cost of $5,000 per year for five years.

## SPECIAL CONSIDERATIONS OR CONCERNS:

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

$5,000.00 per year, for five years

## FUNDING SOURCE:

100-5.1535.52.1301

## ATTACHMENTS:

DebtBook Agreement

## OTHER DEPARMENTAL REVIEW NEEDED:

__Yes    ___ No

## OTHER DEPARMENTAL REVIEW

| | | |
|---|---|---|
| ___Finance | ___Fire | ___Stormwater |
| ___Highway and Streets | ___Main Street | ___Water Distribution |
| ___ Human Resources | ___Police | ___Water/Sewer Operations |
| ___Community Development | ___Technology Services | ___ Other |

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

DebtBook

# ORDER FORM

## I. General Information

Customer Information

Customer Name: McDonough, GA ("Customer")
Address: 136 Keys Ferry St
McDonough, GA 30253
Contact Name: Deborah Upshaw
Email: dupshaw@mcdonoughga.org

Customer Billing Information

Address: 136 Keys Ferry St
McDonough, GA 30253
Billing Email: dupshaw@mcdonoughga.org

Order Form Information

Order Form Effective Date: Date of last signature

Agreement Effective Date: Date of last signature

## II. Products & Services

### Compliance

| Item & Description | | Year 1 | Year 2 | Year 3 |
|---|---|---|---|---|
| Lease & SBITA Management Complete | **List Price** | $5,000.00 | $5,000.00 | $5,000.00 |
| Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services | **Subtotal** | **$5,000.00** | **$5,000.00** | **$5,000.00** |

### Non-Recurring

| Item & Description | | Year 1 |
|---|---|---|
| Lease & SBITA Management Complete Premium Implementation | **List Price** | $1,250.00 |
| The additional implementation services provided to Customer, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data. | ***Discount*** | *($1,250.00)* |
| | **Subtotal** | **$0.00** |

### Annual Summary

| | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| Recurring Subscription Fees | $5,000.00 | $5,000.00 | $5,000.00 |
| One-Time Implementation Fees | $0.00 | | |
| **Annual Total** | **$5,000.00** | **$5,000.00** | **$5,000.00** |

| | |
|---|---|
| **TOTAL CONTRACT VALUE** | **$15,000.00** |

III. **Order Form Terms**

1. **Services**. This Order Form sets forth the Services to be provided to Customer, including the specific Products to be provided to Customer through its access to the Applications Services.
2. **Term**. The Initial Term of this Order Form begins on the Order Form Effective Date of this Order Form as indicated above and will continue for 3 years. Thereafter, this Order Form will renew in accordance with the Agreement (as defined below).
3. **Fees**. DebtBook will invoice Customer upon the Order Form Effective Date and Customer will pay Fees herein for the first year of the Initial Term in accordance with the payment terms of the Agreement. All Fees thereafter will be due and payable annually and subject to the payment terms of the Agreement. Each invoice will be emailed to Customer's billing contact indicated herein.

IV. **General Terms**

This Order Form and the Services are governed by the written Master Services Agreement (the "Agreement") executed between the Parties, as amended. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year. Capitalized terms not defined herein will have the same meaning ascribed to them as set forth in the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

| **Fifth Asset, Inc. d/b/a DebtBook** | **McDonough, GA** |
|---|---|
| By: ______________________ | By: ______________________ |
| Name: ______________________ | Name: ______________________ |
| Title: ______________________ | Title: ______________________ |
| Date: ______________________ | Date: ______________________ |

**MASTER SERVICES AGREEMENT**

This Master Services Agreement ("Agreement") is entered into as of the Effective Date by and between DebtBook and the customer signing below ("Customer"). By executing the Order Form and using any of the Services, Customer agrees to be bound by this Agreement. In consideration of the mutual covenants and conditions contained in this Agreement and intending to be legally bound, the Parties agree as follows:

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, this Master Services Agreement and incorporates the Order Form, any Customer Terms, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Obligations**" means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

"**Application Services**" means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means the terms set forth in or otherwise identified and incorporated into the Agreement. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Agreement.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**DebtBook Quote**" means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Effective Date**" means the date of last signature of the Order Form and/or Agreement, unless a specific Effective Date is set forth on the Order Form.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Guided Implementation Services**" means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"**Implementation Services**" means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into this Agreement by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term established in the Order Form.

"**Onboarding Services**" means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

"**Order Form**" means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and this Agreement.

"**Premium Implementation Services**" means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

**"Pricing Tier"** means, if applicable, Customer's pricing tier for each Product as of the date of determination.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Products**" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services, or any additional services identified on the applicable Order Form. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in this Agreement has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by this Agreement) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Order Forms. The Services and Products, and any Service or Product specific terms and conditions, will be set forth in the Order Form, governed by this Agreement. Customer's execution of an Order Form constitutes a binding commitment to purchase the Services and Products specified in such Order Form.

(b) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(c) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(d) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-

Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. The Initial Term of the Agreement is set forth in the Order Form. In the event Customer has multiple terms, this Agreement will remain in effect until the expiration or termination of all Order Forms.

(b) Renewal. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(c) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(d) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the

Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, this Master Services Agreement, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Master Services, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Master Services Agreement, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the Order Form and, if to DebtBook, at the following address: **PO Box 667950, Charlotte, NC 28266**.

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form or this Agreement, if applicable, by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

| **Fifth Asset, Inc. d/b/a DebtBook** | **McDonough, GA** |
|---|---|
| By: ______________________ | By: ______________________ |
| Name: ______________________ | Name: ______________________ |
| Title: ______________________ | Title: ______________________ |
| Date: ______________________ | Date: ______________________ |

# AGENDA ITEM SUMMARY
**July 21, 2025, City Council Meeting**
**Item Number: 12**

Presented by: Director, Dr. Ralph Igwedibie

Finance Department

## ITEM SUMMARY:

Request for the approval of a FY 2024-2025 Budget amendment for all accounts.

## SPECIAL CONSIDERATIONS OR CONCERNS:

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

## FUNDING SOURCE:

N/A

## ATTACHMENTS:

## OTHER DEPARMENTAL REVIEW NEEDED:

__Yes

_X__ No

HENRY COUNTY
Government
Henry Cares. Henry Committed



140 Henry Parkway
McDonough, Georgia 30253
(770) 288-6001
www.co.henry.ga.us

2 July 2025

Mayor Sandra Vincent
City of McDonough
136 Keys Ferry Road
McDonough, GA 30253

Dear Mayor Vincent,

I hope this message finds you well. I am writing to inform you that the County is preparing to initiate the process for the development of a proposed Floating Local Option Sales Tax (FLOST) program.

As Chair of the County Commission, I want to ensure that all municipalities are kept fully informed and engaged from the outset. Over the coming weeks, County staff will begin the groundwork necessary to support the planning, scheduling, and coordination of the FLOST process. This includes preliminary internal assessments, timelines, and the drafting of materials for upcoming discussions.

In the spirit of collaboration and transparency, please consider this letter an early notification. We anticipate convening a joint public meeting with representatives from each municipality to formally begin discussions regarding project priorities and allocations under FLOST. The proposed meeting details are as follows:

**Date:** Tuesday, July 29, 2025
**Time:** 11 AM
**Location:** County Administrative Building, 140 Henry Parkway, McDonough, GA 30253

Your input will be vital to the success of this initiative, and we look forward to working closely with you and your team to develop a FLOST program that reflects the shared priorities of our communities.

If you have any questions or would like to discuss this in advance, please do not hesitate to reach out to me directly or through the County Manager's office.

Sincerely,

Chair Carlotta Harrell

STATE OF GEORGIA
CITY OF MCDONOUGH

**RESOLUTION NO.________________________**

**A RESOLUTION BY THE CITY OF MCDONOUGH, GEORGA, IN ACCORDANCE WITH O.C.G.A. § 36-35-4 AND OTHER APPLICABLE LAWS, TO INCREASE THE ANNUAL COMPENSATION OF THE ELECTIVE MEMBERS OF THE CITY AND FOR OTHER LAWFUL PURPOSES**

**WHEREAS**, the City of McDonough ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

**WHEREAS**, the duly elected governing authority of the City of McDonough, Georgia is the Mayor and Council ("City Council") thereof;

**WHEREAS**, the City Council acknowledges and believes that salaries and compensation, globally, should also be adjusted to mitigate inflation and higher costs of living;

**WHEREAS,** the City Council recognizes that the costs associated with public service as elected officials have similarly increased;

**WHEREAS**, O.C.G.A. § 36-35-4 and other applicable laws provides procedures "to increase the salary or compensation of the elective members of the municipal governing authority"

**WHEREAS**, the City Council desires through this Resolution to increase the salaries of the elective members of the City, in accordance with O.C.G.A. § 36-35-4 and other applicable laws; and

**WHEREAS**, this Resolution is in the best interest and general welfare of City residents, the general public and City.

**THE COUNCIL OF THE CITY OF MCDONOUGH HEREBY RESOLVES** as follows:

**Section 1.** The City Council does hereby increase the compensation paid to the City Council, as follows:

(a) The salary increase under this Resolution shall not take effect until January following the City's next regular municipal election scheduled for November 2025;

(b) Beginning January 2026, the Mayor's salary shall be $24,000 per year; and

(c) Beginning January 2026, the salary of all other Councilmembers shall be $20,000 per year.

*********************

**Section 2.** It is hereby declared to be the intention of the City Council that:

(a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.
(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

**Section 3.** The City Attorney and the City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

**Section 4.** The effective date of this Resolution shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law.

**PASSED AND RESOLVED** this __________ day of ______________________, 2025.

ATTEST: CITY OF MCDONOUGH, GEORGIA:

______________________________ ______________________________

Christy L. Taylor, City Clerk Sandra Vincent, Mayor

APPROVAL AS TO FORM:

______________________________

Emilia C. Walker, City Attorney