

CONSENT AGENDA ITEM SUMMARY
August 18, 2025, City Council Meeting
Item Number: 6A



Presented by: Brian Linton, Director

Technology Services

ITEM SUMMARY:

Request for approval to pay the SHI invoice for PaloAlto Appliance Firewall, for \$12,152.25.

SPECIAL CONSIDERATIONS OR CONCERNS:

This is a renewal of the maintenance agreement for PaloAlto Appliance which is a Firewall protecting the City from cyber threats.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This is budgeted and approved in the FY 25 – 26 budget.

FUNDING SOURCE:

Line 100-5.1535.52.1301

ATTACHMENTS:

SHI invoice

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Pricing Proposal
Quotation #: 26465954
Created On: 7/29/2025
Valid Until: 8/20/2025

GA-City of McDonough

Brian Linton

136 Keys Ferry St.
McDonough, GA 30253
United States
Phone: 678-222-8670
Fax:
Email: BLinton@McDonoughGa.org

Inside Account Executive

John Kearney

290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

[Click here](#) to order this quote

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Advanced Threat Prevention subscription renewal year 1, PA-850 Palo Alto Networks - Part#: PAN-PA-850-ATP-R Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Serial #: 011901022253 Coverage Term: 8/22/2025 – 8/20/2026 Note: MSRP/SHI Advertised List: \$3,386.13	1	\$2,862.50	\$2,862.50
2 Subscription Advanced URL Filtering, 1-year, Renewal, PA-850 Palo Alto Networks - Part#: PAN-PA-850-ADVURL-R Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Serial #: 011901022253 Coverage Term: 8/22/2025 – 8/20/2026 Note: MSRP/SHI Advertised List: \$3,386.13	1	\$2,862.50	\$2,862.50
3 Advanced WildFire subscription renewal year 1, PA-850 Palo Alto Networks - Part#: PAN-PA-850-AWF-R Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Serial #: 011901022253 Coverage Term: 8/22/2025 – 8/20/2026 Note: MSRP/SHI Advertised List: \$3,386.13	1	\$2,862.50	\$2,862.50
4 Premium support year 1 renewal, PA-850 Palo Alto Networks - Part#: PAN-SVC-PREM-850-R Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Serial #: 011901022253 Coverage Term: 8/20/2025 – 8/20/2026 Note: MSRP/SHI Advertised List: \$2,247.14	1	\$2,082.19	\$2,082.19
5 Prisma Access Agent subscription renewal year 1, PA-850 Palo Alto Networks - Part#: PAN-PA-850-PAA-R	1	\$1,482.56	\$1,482.56

Contract Name: Georgia Software
Contract #: 99999-SPD-SPD0000060-0003
Serial #: 011901022253
Coverage Term: 11/7/2025 – 8/20/2026
Note: MSRP/SHI Advertised List: \$1,781.68

Subtotal	\$12,152.25
Total	\$12,152.25

Additional Comments

Palo Alto has a no returns policy.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CONSENT AGENDA ITEM SUMMARY
August 18, 2025, City Council Meeting
Item Number: 6B



Presented by: Brian Linton

Technology Services Department

ITEM SUMMARY:

Request for approval to pay the Civic Plus Agendas and Meetings platform renewal invoice, in the amount of \$19,731.56.

SPECIAL CONSIDERATIONS OR CONCERNS:

Civic Plus is the platform utilized for Council Meetings and Agenda Management software

STAFF RECOMMENDATION:

Budgeted and approved in the FY 25-26 budget.
Staff recommends approval.

FINANCIAL IMPACT:

\$19,731.56

FUNDING SOURCE:

Line: 100-05.1535.52.1301

ATTACHMENTS:

Civic Plus invoice

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#343151

9/9/2025

Bill To

Brian Linton
City of McDonough, GA
40 Lawrenceville St
McDonough GA 30252

TOTAL DUE

\$19,731.56

Due Date: 10/9/2025

Terms

Net 30

Customer

City of McDonough, GA

Approving Authority

Qty	Item	Start Date	End Date
1	CP Media-Unlimited Storage Annual Fee	9/9/2025	9/8/2026
1	Agenda and Meeting Management- Premium Annual Fee	9/9/2025	9/8/2026
1	AMM Select: Live Meeting Manager Annual Fee	9/9/2025	9/8/2026

Total \$19,731.56

Due **\$19,731.56**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

AGENDA ITEM SUMMARY
August 18, 2025, City Council Meeting
Item Number: 9



Presented by: Dr. Ralph Igwedibie, Director

Finance Department

ITEM SUMMARY:

A Public Hearing before the Mayor and Council will be held prior to any decision on the request for adoption of the Ordinance to establish the Millage Rate for FY 2025-2026, to consider comments from any persons wishing to be heard at both the 10 am and the 6 pm Special Called Meetings on August 11, 2025.

Request for adoption of the Ordinance to establish the Millage Rate for FY 2025-2026.
Authorize the Mayor to sign Forms PT-38 (Millage Rate Certification) and PT-32 (Computation of Millage Rate Rollback and Percentage Increase in Property Taxes 2025) and deliver to the Henry County Tax Commissioner (6 pm) on August 18, 2025

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION:

Adopt the Millage Rate Ordinance and authorize the Mayor to sign the related forms and deliver them to the Commissioner after consideration of comments made during the Public Hearing.

FINANCIAL IMPACT:

None.

FUNDING SOURCE:

Line Item: N/A

ATTACHMENTS:

Millage Rate Ordinance
PT-38 Form- Millage Rate Certification
PT-32 Form – Rollback Calculation 2024 – (Henry County Tax Commissioner to bring)

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

AGENDA ITEM SUMMARY
August 18, 2025, City Council Meeting
Item Number: 10



Presented by: Chief Ken Noble

Public Safety – Police Department

ITEM SUMMARY:

Request approval for the purchase of two (2) 2026 Kia EV9 Light Long Range RWD vehicles for the McDonough Police Department. They will each be equipped with the base emergency equipment used in all our admin vehicles. The vehicles will come from Hutchinson Kia in Macon, GA and the equipment will come from West Chatham Warning Devices in Savannah, GA (instilled in Griffin, GA location), at a total cost of \$115,613.98.

SPECIAL CONSIDERATIONS OR CONCERNS:

The two (2) vehicles and equipment will be for the Recruiting and OPS Division in the department used for Police admins. The EV9 SUV's will be fully electric vehicles. The charging station has been added to the parking lot at the main headquarters of the Police Department for ease of charging the electric units.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

(2) 2026 EV9 electric vehicles at \$54,677.70 each= \$109,355.40
(2) Emergency package for EV9 at \$3,129.29 each= \$6,258.58
Grand Total= \$115,613.98

FUNDING SOURCE:

Line Item: Public Safety Facility and Equipment- RedSpeed 214-5.3210.53.1795

ATTACHMENTS:

2 Quotes

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes ☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Date: 08/05/2025
Salesperson: Andrew Olson
Manager: Andrew Olson

Customer

Company: City Of McDonough Phone: _____
Address: 136 KEYS FERRY ST McDonough GA 30253 Work: _____
Email: khelgerson@mcdonoughga.org Cell: (678) 782-6301

Vehicle

Stock: _____ New/Used: New
VIN: 5XYAB5S16TG005364
Vehicle: 2026 KIA EV9
Type: 5D WAGON LIGHT LONG RANGE RWD
Mileage: 0 Color: _____

Trade In

Payoff: \$0.00
VIN: _____
Vehicle: _____
Type: _____
Mileage: _____ Color: _____

Cash Option
\$54,677.70
Rebate: \$5,000.00

Market Value: \$59,775.00
Discount: \$6,198.00

Selling Price: \$53,577.00
Total Purchase: \$53,577.00
Trade Allowance: (\$0.00)
Trade Difference: \$53,577.00

Doc Fee: \$899.00
Electronic Filing Fee: \$156.70
GA WARR RHTS Fee: \$9.00
Title and Licensing Fee: \$42.00
Total Price: \$54,677.70
Trade Payoff: \$0.00
Deposit: (\$0.00)
Balance: \$54,677.70

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and conditions subject to credit approval. For information only. This is not an offer or contract for sale.

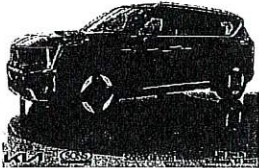


New 2026 Kia EV9 Wind AWD With Navigation & AWD

VIN: 5XYAFFS59TG007252
Stock: 51144

Exterior: Ocean Blue
Interior: Light Gray
Engine: 99.8 kWh Lithium Ion (Dual Motor)

Drivetrain: AWD
Transmission: 1-Speed Automatic
MPGe 94 CITY / 75 HWY



SONS KIA

100 Sons Dr
McDonough, GA 30253
(678) 265-0568
rwatkins@sonsautogroup.com

Vehicle Details:

- Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
- Body-Colored Power Heated Side Mirrors w/Power Folding and Turn Signal Indicator
- Chrome Bodyside Insert, Black Bodyside Cladding and Black Wheel Well Trim
- Deep Tinted Glass
- Exterior Fixed Glass 2nd Row Sunroof w/Power Sunshade
- Fully Galvanized Steel Panels
- LED Brakelights
- Perimeter/Approach Lights
- Rain Detecting Variable Intermittent Wipers
- Tire Mobility Kit
- Wheels: 19 Black & Machined Finished Alloy -Inc: partial design cover
- 2 LCD Monitors In The Front
- 3 12V DC Power Outlets
- Air Filtration
- Cargo Features -Inc: Tire Mobility Kit
- Carpet Floor Trim
- Day-Night Auto-Dimming Rearview Mirror
- Digital Appearance
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
- Dual Zone Front Automatic Air Conditioning
- Fixed 50-50 Split-Bench 3rd Row Seat Front, Manual Recline, Manual Fold Into Floor and 2 Fixed Head Restraints
- Front Cupholder
- Full Cloth Headliner
- Full SynTex Leather Seat Trim -Inc: embossed dot pattern
- Heated & Ventilated Front Bucket Seats -Inc: 8-way power-adjustable front seats w/4-way driver seat lumbar, 2-way front passenger seat lumbar, driver seat memory and front passenger seat walk-in switch
- Immobilizer
- Interior Trim -Inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents
- Memory Settings -Inc: Door Mirrors and Steering Wheel
- Passenger Seat
- Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
- Body-Colored Door Handles
- Body-Colored Front Bumper w/Metal-Look Rub Strip/Fascia Accent and Black Bumper Insert
- Body-Colored Rear Bumper w/Metal-Look Rub Strip/Fascia Accent and Black Bumper Insert
- Chrome Slide Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
- Express Open/Close Sliding And Tilting Glass 1st Row Sunroof w/Power Sunshade
- Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
- Headlights-Automatic Highbeams
- Lip Spoiler
- Power Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Tires: 255/60R19 AS
- Wheels: 19" Black & Machined Finished Alloy -Inc: partial design cover
- 2 Seatback Storage Pockets
- 60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft
- Cargo Area Concealed Storage
- Cargo Space Lights
- Cruise Control w/Steering Wheel Controls
- Delayed Accessory Power
- Driver / Passenger And Rear Door Bins
- Driver Foot Rest
- Driver Information Center
- Driver Seat
- Fade-To-Off Interior Lighting
- FOB Controls -Inc: Keyfob Cargo Access and Keyfob Remote Start
- Front And Rear Map Lights
- Full Carpet Floor Covering
- Full Floor Console w/Covered Storage, Mini Overhead Console and 3 12V DC Power Outlets
- Gauges -Inc: Speedometer, Odometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer
- Heated Leatherette Steering Wheel
- HomeLink Garage Door Transmitter
- HVAC -Inc: Underseat Ducts and Headliner/Pillar Ducts
- Illuminated Glove Box
- Integrated Roof Antenna
- Leatherette Door Trim Insert
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Outside Temp Gauge
- Perimeter Alarm
- Power Door Locks w/Autolock Feature
- Power Rear Windows and Fixed 3rd Row Windows

- Power Tilt/Telescoping Steering Column
- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
- Rear Cupholder
- Redundant Digital Speedometer
- Remote Releases -Inc: Proximity Cargo Access and Power Charge Port Door
- Smart Cruise Control with Stop & Go (SCC w/S&G)
- Tracker System
- Trunk/Hatch Auto-Latch
- Valet Function
- Integrated Roof Antenna
- 13.16 Axle Ratio
- 7187# Gvwr
- Brake Actuated Limited Slip Differential
- Engine: 99.8kW 379HP Electric
- Gas-Pressurized Shock Absorbers
- Multi-Link Rear Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
- 911 Connect Emergency SOS Capability
- Aerial View Camera System
- Back-Up Camera
- Collision Mitigation-Front
- Curtain 1st, 2nd And 3rd Row Airbags
- Driver Monitoring-Alert
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Front Camera
- Lane Departure Warning System (LDWS) Lane Keeping Assist
- Parking Distance Warning Front And Rear Parking Sensors w/Rear Camera
- Right Side Camera
- Tire Specific Low Tire Pressure Warning
- Vehicle Name: Kia EV9
- Drivetrain: All Wheel Drive
- Passenger Capacity: 7
- Base Curb Weight: 5714
- Dead Weight Hitch - Max Tongue Wt.: 350
- Wt Distributing Hitch - Max Tongue Wt.: 350
- Engine Order Code:
- SAE Net Horsepower @ RPM: 379
- Trans Order Code:
- Trans Description Cont.: Automatic
- Final Drive Axle Ratio (:1): 13.16
- Proximity Key For Doors And Push Button Start
- Radio: AM/FM/HD Radio/SiriusXM -Inc: 12.3 display, navigation, over-the-air updates (OTA), passenger talk, quiet mode, Android Auto, Apple CarPlay, voice recognition, Bluetooth w/multi-Bluetooth function, Kia Connect, telematics, wi-fi hotspot, 8 speakers, amplifier and USB connectivity
- Rear HVAC w/Separate Controls
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
- Sliding Front Center Armrest w/Storage and Rear Center Armrest
- Smart Device Remote Engine Start
- Trip Computer
- Urethane Gear Shifter Material
- Voice Recorder
- 2 LCD Monitors In The Front
- 60-Amp/Hr Maintenance-Free Battery w/Run Down Protection
- Automatic Full-Time All-Wheel
- Electric Power-Assist Speed-Sensing Steering
- Front And Rear Anti-Roll Bars
- Lithium Ion (Li-Ion) Traction Battery w/10.9 kW Onboard Charger, 84.2 Hrs Charge Time @ 110/120V, 8.75 Hrs Charge Time @ 220/240V, 1.383 Hrs Charge Time @ 440V and 99.8 kWh Capacity
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Transmission w/Sportmatic Sequential Shift Control and Oil Cooler
- Transmission: Single-Speed Reduction Gear Auto -Inc: Shift-by-Wire, paddle shifters (regen brake) and Drive Mode Select (eco, normal, sports, MY mode, snow, mud and sand)
- ABS And Driveline Traction Control
- Airbag Occupancy Sensor
- Blind Spot Collision Warning (BCW) Blind Spot
- Cruise Control-Steering Assist
- Driver Knee Airbag
- Dual Stage Driver And Passenger Front Airbags
- Evasion Assist
- Forward Collision-Avoidance Assist (FCA)
- Lane Departure Warning System (LDWS) Lane Departure Warning
- Left Side Camera
- Outboard Front Lap And Shoulder Safety Belts -Inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Power Rear Child Safety Locks
- Rear Cross-Traffic Collision Avoidance (RCCA)
- Side Impact Beams
- Vehicle Stability Management (VSM) Electronic Stability Control (ESC)
- Body Style: Sport Utility
- EPA Classification: Standard SUV 4WD
- Passenger Volume: 158.8
- Dead Weight Hitch - Max Trailer Wt.: 3500
- Wt Distributing Hitch - Max Trailer Wt.: 3500
- Maximum Trailing Capacity: 3500
- Engine Type: Electric
- SAE Net Torque @ RPM: 443
- Trans Type: 1
- Trans Description Cont. Again:
- Tons/yr of CO2 Emissions @ 15K mi/year: - TBD -

- Suspension Type - Front: Strut
- Suspension Type - Front (Cont.): Strut
- Front Tire Order Code:
- Spare Tire Order Code:
- Rear Tire Size: P255/60HR19
- Front Wheel Size: 19 X 8
- Spare Wheel Size:
- Rear Wheel Material: Aluminum
- Steering Type: Rack-Pinion
- Brake Type: 4-Wheel Disc
- Disc - Front (Yes or): Yes
- Front Brake Rotor Diam x Thickness: 14.2
- Drum - Rear (Yes or):
- Front Head Room: 39.6
- Front Shoulder Room: 61.6
- Second Head Room: 38.8
- Second Shoulder Room: 60
- Third Head Room: 39.5
- Third Shoulder Room: 55
- Wheelbase: 122
- Width, Max w/o mirrors: 77.9
- Track Width, Front: 67
- Min Ground Clearance: 7.8
- Cargo Volume to Seat 2: 43.5
- EPA MPG Equivalent - City: - TBD -
- EPA MPG Equivalent - Combined: - TBD -
- Gross Traction Battery Capacity (kWh): 99.8
- Vehicle Segment: Intermediate Sport Utility
- Country of Origin: United States KIA MPV (RV)
- LIGHT GRAY FULL SYNTHEX LEATHER SEAT TRIM - Inc: embossed dot pattern
- Electric Motor
- Power Steering
- 4-Wheel Disc Brakes
- Lithium Ion Traction Battery
- Aluminum Wheels
- Tires - Rear All-Season
- Generic Sun/Moonroof
- Heated Mirrors
- Integrated Turn Signal Mirrors
- Rear Defrost
- Intermittent Wipers
- Rain Sensing Wipers
- Remote Trunk Release
- Power Door Locks
- Automatic Headlights
- Automatic Highbeams
- Navigation System
- MP3 Capability
- HD Radio
- Smart Device Integration
- Steering Wheel Audio Controls
- Power Driver Seat
- Bucket Seats
- Driver Adjustable Lumbar
- Seat Memory
- Pass-Through Rear Seat
- Adjustable Steering Wheel
- Power Windows
- Heated Steering Wheel
- Suspension Type - Rear: Multi-Link
- Suspension Type - Rear (Cont.): Multi-Link
- Rear Tire Order Code:
- Front Tire Size: P255/60HR19
- Spare Tire Size:
- Rear Wheel Size: 19 X 8
- Front Wheel Material: Aluminum
- Spare Wheel Material:
- Turning Diameter - Curb to Curb: 40.6
- Brake ABS System: 4-Wheel
- Disc - Rear (Yes or): Yes
- Rear Brake Rotor Diam x Thickness: 13.6
- Rear Drum Diam x Width:
- Front Leg Room: 41.4
- Front Hip Room: 59.4
- Second Leg Room: 42.8
- Second Hip Room: 57.9
- Third Leg Room: 30.8
- Third Hip Room: 41.9
- Length, Overall: 197.2
- Height, Overall: 69.1
- Track Width, Rear: 67.5
- Cargo Volume to Seat 1: 81.7
- Cargo Volume to Seat 3: 20.2
- EPA MPG Equivalent - Hwy: - TBD -
- Estimated Battery Range: 280.0
- Model Group: EV9
- Vehicle Type: Sport Utility
- OCEAN BLUE
- CARPETED FLOOR MAT 7-PASSENGER
- FOLDING CARGO TRAY
- All Wheel Drive
- ABS
- Brake Assist
- Brake Actuated Limited Slip Differential
- Tires - Front All-Season
- Sun/Moonroof
- Dual Moonroof
- Power Mirror(s)
- Power Folding Mirrors
- Privacy Glass
- Variable Speed Intermittent Wipers
- Rear Spoiler
- Power Liftgate
- Daytime Running Lights
- LED Headlights
- AM/FM Stereo
- Satellite Radio
- Bluetooth Connection
- WIFI Hotspot
- Requires Subscription
- Auxiliary Audio Input
- Power Passenger Seat
- Heated Front Seat(s)
- Passenger Adjustable Lumbar
- Cooled Front Seat(s)
- Rear Bench Seat
- Trip Computer
- 3rd Row Seat
- Keyless Entry

- Keyless Start
- Universal Garage Door Opener
- Adaptive Cruise Control
- Multi-Zone A/C
- Rear A/C
- Auto-Dimming Rearview Mirror
- Passenger Vanity Mirror
- Passenger Illuminated Visor Mirror
- Mirror Memory
- Immobilizer
- Traction Control
- Front Side Air Bag
- Cross-Traffic Alert
- Front Collision Mitigation
- Evasion Assist
- Back-Up Camera
- Lane Departure Warning
- Aerial View Display System
- Driver Air Bag
- Front Head Air Bag
- Passenger Air Bag Sensor
- Child Safety Locks
- Electric Fuel System
- 1-Speed A/T

- Hands-Free Liftgate
- Cruise Control
- Climate Control
- A/C
- Premium Synthetic Seats
- Driver Vanity Mirror
- Driver Illuminated Vanity Mirror
- Remote Engine Start
- Security System
- Cruise Control Steering Assist
- Stability Control
- Telematics
- Rear Collision Mitigation
- Driver Monitoring
- Rear Parking Aid
- Blind Spot Monitor
- Lane Keeping Assist
- Tire Pressure Monitor
- Passenger Air Bag
- Rear Head Air Bag
- Knee Air Bag
- A/T
- Transmission w/Dual Shift Mode
- Plug-In Electric Fast Charge

MSRP \$66,430
SONS Discount -\$2,989
APR Bonus Cash -\$1,000
SONS Price \$62,441

Competitive Bonus Program -\$1,000
Owner Loyalty Program -\$1,000
Military Program -\$500
Federal Tax Credit -\$7,500
KFA Low APR Program 0.00% for 48 months

Disclaimer:

New vehicle pricing includes all offers and incentives. Tax, Title and Tags not included in vehicle prices shown and must be paid by the purchaser. Price includes dealer documentation fee of \$899. While great effort is made to ensure the accuracy of the information on this site, errors do occur so please verify information with a customer service rep. This is easily done by calling us at 678-619-2769 or by visiting us at the dealership.

****With approved credit. Terms may vary. Monthly payments are only estimates derived from the vehicle price with a 72 month term, 4.9% interest and 20% downpayment.**

NALLEY KIA

7849 Mall Parkway, Lithonia, GA 30038
www.nalleykia.com 770-288-5283



2026 Kia EV9 Light Long Range

Price: \$59,675.00

Bodystyle: SUV

Int. Color: Gray

Engine:

Odometer: 2

Transmission: Automatic

Stock #: NKL260036

Ext. Color: Ivory Silver

Vin: 5XYAB5S16TG005655



WEST CHATHAM WARNING DEVICES2208 GAMBLE RD
SAVANNAH, GA 31406PHONE (912) 234-2600
FAX (912) 238-1369

Quote

Customer No.: MCDONOUGHPI
Quote No.:Quote To: **MCDONOUGH POLICE DEPT**
50 LAWRENCEVILLE ST
MCDONOUGH, GA 30253Ship To: **GRIFFIN INSTALL**

FAX NUMBER: (678) 414-7814

Date	Ship Via	F.O.B.	Terms	
8/5/2025		Origin	NET 30	
Purchase Order Number		Sales Person		Quote Expires
		KASSY DORSEY		9/5/2025
Quantity	Item Number	Description	Unit Price	Amount
2026 KIA EV9 SUV				
2	WHE-AVC21BB	DUAL AVENGER II SOLO Blue/Blue	262.80	525.60
2	WHE-AVBKT5D	Headliner Mt Bkt Adjustable for Dual Avenger II	19.80	39.60
4	WHE-TLIB	ION-T LINEAR BLUE 4-MNT IN GRILLE	100.80	403.20
1	WHE-HHS3200	HHS3200 HAND-HELD SIREN	441.00	441.00
1	WHE-SA316P	Speaker 100 watt	173.29	173.29
1	WHE-SAK1	SA315 Mt Kit Universal	30.60	30.60
1	WHE-D808000	DOMINATOR 8 TIR3 8 BLUE	496.80	496.80
1	WHE-DBKT4	"L" ANGLE MT BRKT (PAIR)	19.20	19.20
1	SHOPSUPPLY	SHOP SUPPLY FEE (WIRING, LOOM, ETC)	75.00	75.00
1	LABOR	Labor	800.00	800.00
1	SHIPPING		125.00	125.00

Quote subtotal 3129.29

Quote total 3129.29

Pricing subject to Manufacture price increases

Thank You

AGENDA ITEM SUMMARY
August 18, 2025, City Council Meeting
Item Number: 11



Presented by: Chief Ken Noble

Public Safety – Police Department

ITEM SUMMARY:

Request approval for the purchase of (5) 2025 Ford Interceptor SUVs with police package, from Legacy Ford for the Uniform Patrol Division. With the addition of emergency lighting packages from West Chatham in Griffin, GA; Emergency Radios from Loudoun Communications in Douglasville, GA, and stripping from Sign Craft in McDonough, GA, at a total cost of \$76,658.90 per vehicle.

SPECIAL CONSIDERATIONS OR CONCERNS:

New SUVs for the fleet of vehicles used by the Uniform Patrol Division, to replace higher mileage vehicles.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

(5) 2025 Ford Police Interceptor @ \$51,300.00 EA =	\$256,500.00
(5) Emergency Lighting Package @ \$19,247.21 EA =	\$96,236.05
(3) Emergency Radio Installation @ \$285.00 EA =	\$855.00
(2) Emergency Radios and Installation @ \$5,306.69 EA=	\$10,613.38
(5) Vehicle Stripping/Decals @ \$400.00 EA =	\$2,000.00

Total Per Car = \$76,658.90

Grand Total = \$366,804.43

FUNDING SOURCE:

Line Item: 326-5.3210.54.2200 SPLOST VI Project 19

ATTACHMENTS:

1 packet

OTHER DEPARTMENTAL 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

McDonough Police Dept

New Vehicle Purchase Package

7/10/2025

Vendor	Quantity	Description	Price Each	Price Total
Legacy Ford	5	Police interceptors	\$51,300.00	\$256,500.00
West Chatham	5	Emergency Equipment	\$19,247.21	\$96,236.05
Loudoun Communication	3	Radio Install	\$285.00	\$855.00
Loudoun Communication	2	Mobile Radio (includes install)	\$5,306.69	\$10,613.38
Firehouse Graphics	5	Decals	\$400.00	\$2,000.00
Bass Station	5	Window Tint	\$120.00	\$600.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total			\$76,658.90	\$366,804.43



413 Industrial Blvd
McDonough, GA 30253

Cell - 407-274-3967 Office: 770-914-2800

DATE: 6/21/24

BILL TO

FOR

City of McDonough

50 Lawrecneville St McDonough GA 30253

Details

AMOUNT

2025 Ford Interceptor SUV EcoBoost Police Package	\$51,300.00
Carbonized Grey Metallic	

SUBTOTAL \$51,300.00

TAX RATE 0.00%

OTHER \$0.00

TOTAL \$51,300.00

If you have any questions concerning this invoice, use the following contact information:

Ali Bhojani, 407-274-3967, abhojani@legacyford.com

THANK YOU FOR YOUR BUSINESS!

Approved by: _____

Date: _____

Signature: _____

WEST CHATHAM WARNING DEVICES2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369Customer No.: MCDONOUGH PD
Quote No.: 1662Quote To: **MCDONOUGH POLICE DEPT**
50 LAWRENCEVILLE ST
MCDONOUGH, GA 30253Ship To: **GRIFFIN INSTALL**
PAUL HONCHARIK 678-782-6351
PHONCHARIK@MCDONOUGHGA.ORG

FAX NUMBER: (678) 414-7814

Date	Ship Via	F.O.B.	Terms	
07/09/2025		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	MELINDA HAGAN		08/08/2025	
Quantity	Number	Description	Unit Price	Amount

(1) -2025 INT SUV - PATROL

1	WHE-EB8EEEE	LEGACY WCX 48" BW/BW/BW/BW FRONT 6-GBDLE, 2- GBDSE REAR GBDLB, 2 GSJSJ, 2 GBAWE - INCD'S PHOTOCELL - USING CORE	1987.00	1987.00
1	WHE-MKAJ105	MKAJ105 ADJ STRAP 48-55" 25 INT SUV	0.00	0.00
1	WHE-C399	CENCOM CORE WecanX	975.00	975.00
1	WHE-CCTL6	CORE HEAD W/ROTARY KNOB \$\$ INC ABOVE	0.00	0.00
1	WHE-C399SP	SCANPORT for C399	0.00	0.00
1	WHE-SA315U	SA315U SPEAKER	177.16	177.16
1	WHE-SAK1	SA315 Mt Kit Universal (SAK66P WONT WORK ON 2025S)	31.80	31.80
1	WHE-CEM16	Expansion Module Wecan X 16 output 4 Input	175.20	175.20
2	WHE-LINSV2B	LINZ6 V SERIES BLUE Under Mirror Light - 2 PER VEH	185.40	370.80
1	WHE-LSVBKT50	Under Mirror Mt (pair) 25 INT SUV	21.00	21.00
2	WHE-VTX609B	VERTEX BLUE Headlights - 2 PER VEH	86.40	172.80
2	WHE-VTXADAPT	Vertex Twist-in Adapter Kit 2 PER VEH	9.60	19.20
4	WHE-I2E	Duo ION Blue/White IN PB CHANNEL- 4 PER VEH	123.60	494.40
2	WHE-TLI2E	ION T-SERIES LINEAR DUO B/C MNT ON PIT- 2 PER VEH	119.40	238.80

Returns are subject to 25% restock fee + shipping. Special ordered items may not be cancelled/returned.

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

PHONE (912) 234-2600
FAX (912) 238-1369

Quote

Customer No.: MCDONOUGHDPD
Quote No.: 1662

Quote To: **MCDONOUGH POLICE DEPT**
50 LAWRENCEVILLE ST
MCDONOUGH, GA 30253

Ship To: **GRIFFIN INSTALL**
PAUL HONCHARIK 678-782-6351
PHONCHARIK@MCDONOUGHGA.ORG

FAX NUMBER: (678) 414-7814

Date	Ship Via	F.O.B.	Terms	
07/09/2025		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	MELINDA HAGAN		08/08/2025	
Quantity	Number	Description	Unit Price	Amount
2	WHE-TL12E	ION T-SERIES LINEAR DUO B/C **TAG** 2 PER VEH	119.40	238.80
2	WHE-I2E	Duo ION Blue/White cargo - 2 PER VEH	123.60	247.20
2	WHE-TCRWX5-E	Tracer 5 lamp WecanX DUO INC DUO head's Blue/Clear RUNNING BOARDS - 2 PER VEH *** no ccp ***	880.80	1761.60
2	WHE-TCRB50	Tracer Bkt 2025 INT SUV - 2 PER VEH	30.60	61.20
1	WHE-OEWD50	ION O.E. WC DUO 2025 INTSUV BLU/RED - OEI2J	1071.00	1071.00
1	HAV-C-VS-0618-INUT	VS-0618-INUT 24"flat console 25 INT SUV	452.90	452.90
1	HAV-C-AP-0645-1	C-AP-0645-1 ACC POCKET 6" X 4.5" DEEP Composite	52.50	52.50
1	HAV-C-HDM-204	hdm-204 8.5" Side Mt Pole w/short handle	165.90	165.90
1	HAV-C-MD-112	11" Slide Out Locking Swing Arm with Motion Adapter	265.30	265.30
1	HAV-UT-1001	Univ Laptop w/lock 11-14" Depth 665"-1.265" CF54 * p/s- Lps Sold Separately *	243.60	243.60
1	HAV-C-PM-134-PC	Printer Mt for PJ8 6" space 20-24 SUV Inc USB-c cable	254.10	254.10
1	HAV-C-ARM-102	ARM-102 Side Mount Armrest	67.90	67.90
1	HAV-C-CUP2-1001	CUP2-1001 Cupholder 4" Self Adjust	49.00	49.00
1	HAV-C-FP-1	1 Filler Plate Console	0.00	0.00
1	HAV-C-EB30-APS-1P	EB30-APS-1P	0.00	0.00

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FAX NUMBER: (678) 414-7814

Date	Ship Via	F.O.B.	Terms	
07/09/2025		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	MELINDA HAGAN		08/08/2025	
Quantity	Number	Description	Unit Price	Amount
		Motorola APX 4500,		
1	HAV-C-EB40-CCS-1P	40-CCS-1P Equip Bkt for CCSRN and C399	0.00	0.00
1	WES-36-2125	PUSHBUMPER 2025 INT SUV	1100.00	1100.00
1	WES-36-2125PB	PIT BAR 25 INT SUV \$ inc	0.00	0.00
1	WES-36-2125W	WING WRAP FOR BUMPER 25 INT SUV \$ inc	0.00	0.00
1	WES-36-6005W4	Westin Channel for 4 Ions 25 INT SUV \$ inc	0.00	0.00
1		BIG SKY ELS 270/30-A GUNRACK W/ ELS-RB ROLL BAR MOUNT	381.00	381.00
1	PRG-PRPSP4714UIN20A	SPACE SAVER- CENTER SLIDE W/ 25 INT SUV EXP MET INS inc Rec Panel & Lower Ext	862.40	862.40
1	PRG-S4702UIN20OSB	Transport Seat & Rear Poly 25 Int Suv Partition w/p & OUTBOARD SB = (2 BOXES)	1570.10	1570.10
1	PRG-WBP47NPUIIN20	WBP47NPUIIN20 POLY 20-25 Int Suv Window Barrier use w/OEM door panels	224.00	224.00
1	BROT-PJ822	PocketJet 8 2000 dpi Thermal Printer (only) need power & USB-C sold separate	470.00	470.00
1	BROT-LB3692	Power Adapter Hard wired 14' *Work w/PJ7 & new PJ8 series	30.00	30.00
1	SHOPSUPPLY	SHOP SUPPLY FEE (WIRING, LOOM, ETC)	150.00	150.00
1	MAGMIC	Magnetic Mic MMSU-1	39.95	39.95
1		Labor	2450.00	2450.00

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07/09/2025		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	MELINDA HAGAN		08/08/2025	
Quantity	Number	Description	Unit Price	Amount

LABOR

LABOR TO INSTALL
ABOVE EQUIPMENT

1	SHIPPING	ESTIMATED	300.00	300.00
1	WHE-ARGES1	ARGES SPOTLIGHT	472.80	472.80
1	WHE-ARG50D	Driver Fender Mt for Arges 20 -25 SUV	69.60	69.60
1	WHE-ARGCH1	Arges Control Head	211.20	211.20
1	LABOR	Labor labor to install spotlight	150.00	150.00
1	LABOR	Labor TO INSTALL VISUAL LAB CAMERA SYSTEM (CUST-SUPPLIED)	250.00	250.00

1	AFS - CABLE HARNESS Front center console mt for expansion module	922.00	922.00
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NO RADIO INSTALL

PHONCHARIK@MCDONOUGHGA.O
RG

Quote subtotal 19247.21

Quote total 19247.21

Pricing subject to Manufacture price increases & tariffs.

Returns are subject to 25% restock fee + shipping. Special ordered items may not be cancelled/returned.



Sales Proposal

5680 Stitcher Court
Douglasville GA 30134
Phone: (770) 948-9566
Fax: (770) 948-9532

Two-Way Radios * Data Communications * 911 Consoles * Sirens

By: Alex Coker

Email: Alex@Loudouncomm.net

Date: 2025-07-09 No: LC- 15637

Qty	Model	Description	Price ea.	Total
1	XQ-M78B	MOBILE, XL-85M, 700/800 MHZ	\$2,500.00	\$2,500.00
1	XQ-PL8Y	FEATURE, ENCRYPTION LITE	\$0.01	\$0.01
1	XQ-PL4F	FEATURE, PHASE 2 TDMA	\$275.00	\$275.00
1	XQ-PL5K	FEATURE P25 OTAP PROFILE	\$395.00	\$395.00
1	XQ-PL6T	FEATURE, MDC-1200	\$20.00	\$20.00
1	XQ-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	\$785.00	\$785.00
1	XQ-PL4L	FEATURE, SINGLE BAND, 7/800	\$0.01	\$0.01
1	XQ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	\$1,200.00	\$1,200.00
1	XQ-MC6A	MICROPHONE, XL, STANDARD MOBILE	\$105.00	\$105.00
1	XQ-AN8D	ANTENNA, ELEMENT, 700/800 3DB	\$100.00	\$100.00
1	XQ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	\$80.00	\$80.00
1	XQ-LS6A	SPEAKER, EXTERNAL, MOBILE	\$60.00	\$60.00
1	XQ-MA4F	KIT, MOUNTING XL-85 MOBILE UNIVERSAL	\$250.00	\$250.00
1	XQ-CA6D	CABLE, POWER, XL-CH	\$87.00	\$87.00
1	XQ-ZM2Z	KIT, CONVERSION, XL-85M, REMOTE CTRL HD	\$750.00	\$750.00
1	SERVICE	Installation + Programming and Daily Service Call	\$417.50	\$417.50
1	DISCOUNT	L3Harris 26% State Contract Discount	(\$1,717.83)	(\$1,717.83)

Quotation To:

Company: McDonough Police Dept.

Address: 50 Lawrenceville St.

Attn: Chief Noble

McDonough GA 30253

Attn: Chief Ken Noble

Email: knoble@mcdonoughga.org

Phone: (678) 414-7814

Fax: (770) 914-1731

Equipment \$5,306.65

Sales Tax \$0.00

Installation \$0.00

Deposit \$0.00

Total Sale \$5,306.65

(Pricing valid for 30 days from proposal date)

(Shipping may be additional if not included in Proposal)

AGENDA ITEM SUMMARY
August 18, 2025, City Council Meeting
Item Number: 12



Presented by: Chief Ken Noble

Public Safety – Police Department

ITEM SUMMARY:

Request for approval for the purchase and implementation of LexisNexis Risk Solutions-Accurint Virtual Crime Center, Accurint TraX, and Clearview AI.

SPECIAL CONSIDERATIONS OR CONCERNS:

This will be a 3-year contract for an investigative tool to be used by the entire agency, primarily the Criminal Investigations Division. The new system will replace CLEAR and CellHawk for Police investigations tool, which will all be cancelled if the Accurint system is approved.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Year 1- \$18,753.00

Year 2- \$22,063.00

Year 3- \$26,361.00

(Included in proposal is a \$6,505.00 annual discount to bundle AVCC, TraX, and Clearview AI.)

FUNDING SOURCE:

Year 1- Public Safety Facility and Equipment (RedSpeed) GL Account 214-5.3210.53.1795

Year 2 and 3- IT Software GL Account 100-5.1535.52.1301 (to be budgeted in subsequent fiscal years)

ATTACHMENTS:

Informational Packet and Proposal

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

LexisNexis® Risk Solutions
Overview for City of McDonough Police Department

Accurint Virtual Crime Center,
Accurint TraX, &
Clearview AI

July 11, 2025

Madison Doty

Regional Account Manager

State and Local Government, Public Safety

LexisNexis | Risk Solutions

937.212.9338 Mobile

Madison.Doty@lexisnexisrisk.com

July 11, 2025

Kyle Helgersen | Captain
City Of McDonough Police Department
50 Lawrenceville Street
McDonough, GA 30253

To Captain Helgersen:

Thank you for your interest and time to review our solutions and services for your agency. LexisNexis® Risk Solutions is proud to offer the **Accurint Virtual Crime Center and Accurint TraX with Clearview AI** and our partnerships as part of our commitment to provide Law Enforcement industry leading investigative solutions. Paring your current services of Accurint® Virtual Crime Center (AVCC) and Accurint® TraX solution with Clearview AI Insights is a force multiplier providing your analysts and investigators with access to the most comprehensive data and analytical solutions on the market.

Please find this information presented to **City of McDonough Police Department**. If you have any questions or would like to discuss this in more detail, I can be reached by phone at 937.212.9338 or email at Madison.Doty@lexisnexisrisk.com.

We look forward to our continued partnership with you.

Sincerely,

Madison Doty

Madison Doty

Regional Account Manager
State and Local Government, Public Safety
LexisNexis | Risk Solutions
937.212.9338 Mobile
Madison.Doty@lexisnexisrisk.com

Overview

For generations, law enforcement agencies have faced the challenge of uncovering connections from disparate records and touchpoints across various jurisdictions. Geographic mobility and separated information repositories can make it difficult to gain a full portrait of the average individual – even more so a criminal or fraudster who intentionally games the system to his or her advantage.

Our Service: LexisNexis® Public Safety has been serving federal, state and local public safety agencies for over twenty years. Almost four thousand agencies nationwide use our solutions to locate, discover and make connections between people, businesses, vehicles and phones to reduce crime and close cases. Law enforcement agencies trust LexisNexis Risk Solutions to provide the most comprehensive information and protect their CJIS-controlled data.

Problem Solvers: Information needed to investigate cases and provide agency reporting is often found in disparate systems with multiple logins and identities are not linked across datasets. Key information on people, businesses, vehicles and phones is often found across jurisdictional lines and not available to every agency. Investigating a case requires information on persons of interest which can be found in local agency data, public record data, cross jurisdictional data and from federal sources.

LexisNexis Risk Solutions (LNRS) provides information that allows users to extract valuable knowledge and actionable information from huge amounts of data. LNRS provides the following benefits:

- **Superior coverage of national and local law enforcement data**
LNRS obtains, normalizes and aggregates data from law enforcement agencies across the United States.
- **Patented processes combine LNRS data content and Data Analytics Supercomputer (DAS)**
This technology offers an industry-leading hit rate when verifying and updating identity information.
- **High Performance Computing Cluster (HPCC) Technology**
HPCC enables data integration on a scale not previously available. Built for Big Data and proven for 10+years, its real-time answers to millions of users help reveal patterns and hidden relationships.

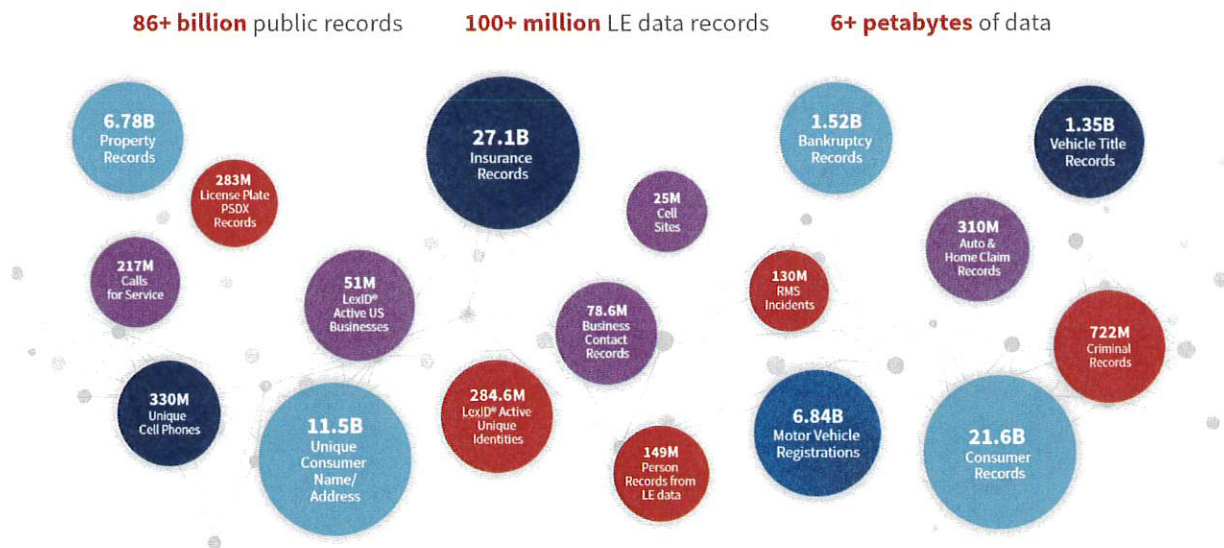
More information can be found here: <https://risk.lexisnexis.com/law-enforcement-and-public-safety>

Our Data

THE MOST DATA NATIONWIDE

The LNRS data repository is the most comprehensive on the market – containing billions of records. LNRS takes in data from more than 10,000 current and historical sources including more than 2.5 million new records every day.

This vast data collection will supply the responses to any agency investigative inquiries. LNRS refines, links and fuses data using high-performance computing technology, patented algorithms and precise analysis to deliver a single, consolidated view of each unique identity in our database with a 99.9% precision level.



CONFIDENTIAL

Product Overviews



Accurint® Virtual Crime Center

Accurint Virtual Crime Center is a mission critical investigative tool providing law enforcement the ability to link cross-jurisdictional data quickly and efficiently in urgent situations. This investigative solution combines identity data and nationwide law enforcement data with your data in one powerful search, building a comprehensive profile of an individual, location and incident to reveal non-obvious connections. Accurint Virtual Crime Center also provides jail booking records and photo lineup tools.

Accurint® TraX™



Accurint TraX allows investigators to quickly conduct pattern of life analysis by putting automated, data enhanced, call detail record analysis at the fingertips of any investigator. This solution saves you valuable time by combining public records and law enforcement data with device geolocation analysis. TraX™ allows for quick visualization and analysis of third-party device geolocation information, powered by identity data, to find a subject's location more quickly and efficiently than ever before.

VIPER (Virtual Pen Register)



The Virtual Pen Register offers a single, secure login, web-based system, with a dynamic graphic interface and pre-managed connections by LexisNexis® Risk Solutions. A secure, affordable and convenient product that any size law enforcement agency can use to enhance their device geolocation investigations. The Virtual Pen Register is part of the Accurint® TraX™ Solution Suite.

Accurint® for Law Enforcement



Accurint for Law Enforcement is a cutting-edge investigative technology that can expedite the identification of people and their assets, addresses, relatives, and business associates. This product provides instant access to a comprehensive database of public records that would ordinarily take days to collect.

Community Crime Map



The LexisNexis® Risk Solutions Community Crime Map connects law enforcement with the community to reduce crime and improve public safety. Community Crime Map empowers the public to make better decisions about crime by putting the same technology used by law enforcement to analyze and interpret crime activity into the hands of the public.

Product Overviews: Open-Source Intelligence

Open-Source Intelligence (OSINT) Partnerships

Babel Street



Babel Street Insights transforms the way organizations handle threat intelligence, identity, and risk management challenges. By harnessing the power of publicly available information (PAI) and leveraging AI-enabled cross-lingual search capabilities, Babel Street Insights provides a comprehensive solution that streamlines the process of unlocking critical insights through a single pane of glass.

Clearview AI



Clearview AI provides a solution to manage and utilize this information effectively by matching subjects against billions of open-source intelligence entries, facilitating faster identifications. This AI-powered software tool combines a highly accurate facial scanning neural network-trained algorithm with the world's largest facial database, currently comprising 50 billion images and expanding at a rate of 100 million images per day.

Partnerships



Insight LPR

Insight LPR, powered by MX Guardian, is a cloud-based license plate recognition (LPR) system that enhances crime resolution by collecting and analyzing vehicle license plate data. It integrates fixed and mobile LPR cameras with investigative tools to pinpoint vehicles of interest, leveraging commercial data for enhanced reporting. Users receive proactive alerts in under 10 seconds when a hotlisted vehicle is detected, enabling swift action. Designed for ease of use, the system allows seamless access to millions of records, providing law enforcement with actionable intelligence to improve public safety.

Accurint Virtual Crime Center Suite

The Accurint Virtual Crime Center is a ground breaking product for U.S. law enforcement agencies. LexisNexis is taking its world class linking technology, known as LexID, and applying it to people, businesses, vehicles and phones from law enforcement data. This linking technology will automatically link people found in Record Management System data, Call For Service data, License Plate Reader data, Offender databases, and many other databases found in law enforcement agencies.

It is a next-generation policing platform for COMPSTAT, analytics, crime analysis, and investigations that builds upon a decades-long LexisNexis tradition of helping law enforcement obtain actionable insights from “big data.”

With one search, you can scour your own RMS and billions of identity data records to discover non-obvious connections and generate leads.

This solution links billions of public records to agency-provided data in a cross-jurisdictional information exchange to provide law enforcement with unprecedented visibility into crime in their own jurisdiction and around the country. Linking across data types delivers a more comprehensive view into an identity.



Agency Data Linked with Public Records

Cross-jurisdictional agency data linked to identity information from over 10,000 sources using LexID



National Map of Crime

Agency data from across the country including:

- Crime Incident data
- CAD
- Offender Data
- Crash Data
- License Plate Reader



Data Analytics for Entire Agency

Custom dashboards for analysts, command staff, patrol and investigators

- Industry leading Visual Analytics
- Predictive Policing tools



Accurint Virtual Crime Center

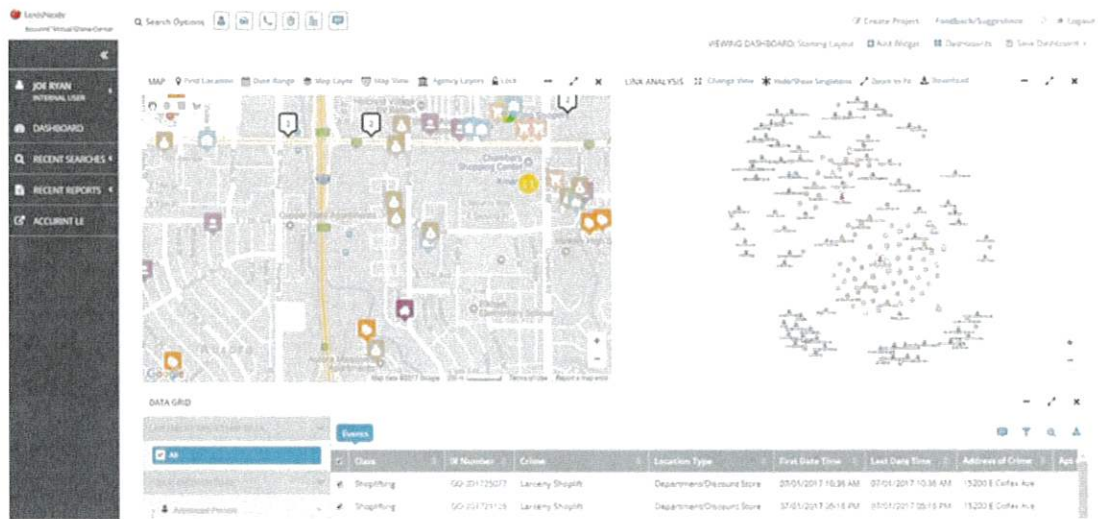
People, Places, Vehicles PRE-LINKED

- Complete picture of an Identity, Location or Vehicle
- Lead Generation

- **Accurint Virtual Crime Center Capabilities.** Elevate your investigative effectiveness with cross-jurisdictional insights and analytics that provide greater insight into suspects and crime trends.

Criminals have no boundaries.

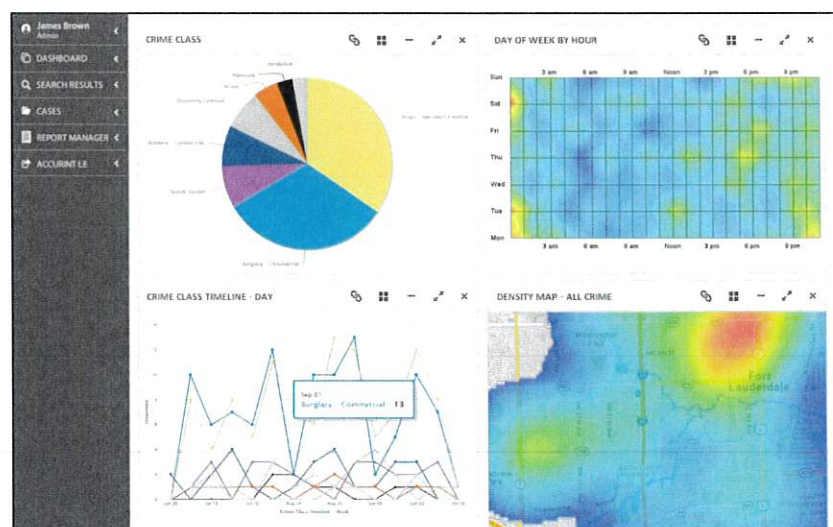
Accurint Virtual Crime Center provides agencies with a view beyond their own jurisdictions into regional and nationwide crime data. To predict and solve crime patterns, you need visibility not just to the jurisdiction next door, but across the country. The ability to view information such as crime incident data, CFS/CAD, offender data, crash data, license plate readers (LPR), ShotSpotter data in the same place assists in resolving and preventing crimes in a timely manner.



Sample Crime Data with Link Analysis. Quickly link public safety and public record associations. Finding the “who” in an investigation.

Flexible views for all users within an agency

Design your dashboard for your role within the agency. Whether you are a part of a command staff, supervisor, investigator, or analyst, you can search across all your own data and public records information while using predictive policing and analytics capabilities. **Accurint Virtual Crime Center can replace multiple tools agencies currently use for public records, data analytics and social media, allowing all members of the agency to be more efficient across all cases through strong data analytics.**



Sample Director-Level View. Make more informed decisions about crime patterns, trends, and resource planning by leveraging more than 100 visualization and analytical features.

Graphs help you visualize crime patterns and trends across jurisdictional lines. Over 100 features let users analyze nearly every aspect of their agency's data. Crime hotspot maps and predictive analytics can be created with one click against any data on the map, even data spanning multiple jurisdictions.

Advanced analytical capabilities show how crimes or criminals movement have changed over time and across the nation, so you can discover temporal trends within any set of data. Accurant Virtual Crime Center can also be used to predict future hot areas – so you can place resources in the right place at the right time.

Jail Booking Data

LNRS is pleased to make real-time incarceration and arrest data available to supplement the available AVCC information. You will access jail booking data, including over 140 million booking records and 38 million offender images from 2,000+ law enforcement databases nationwide. Local booking data is available from facilities in 43 states plus D.C., and state departments of corrections data is available from 27 states. We add over 1 million new records each month. This equates to approximately 85% of all incarcerations in the United States, so you can rest assured it has the most reliable booking data available. Search results include both past incarcerations as well as current incarcerations. Our specific sources of jail data can include the items below:

Name	Holding facility	Disposition information
AKA	Arrest information	Bond information
Jail ID	Release information	Sex offender
Arrest agency information	Charges information	Capability to view incident reports

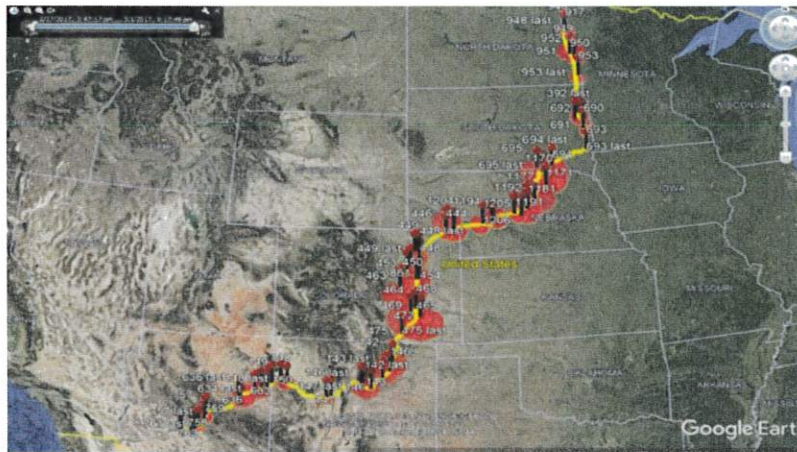
Accurant Image Matching feature, law enforcement personnel can quickly search large volumes of imagery to discover investigative leads that will aid in case resolution, improve efficiency, and streamline workflow. This feature allows Accurant Virtual Crime Center users to upload face images, initiate a search, select filter options (race, sex, gender, scars/marks/tattoos, etc.) and review potential matched results against the contributed images in our law enforcement offender gallery inside the PSDEX.

Accurint TraX Suite

The TraX Suite provides analytical solutions and services for Law Enforcement use cases in criminal investigations.

Accurint TraX Solution is a cloud-based analytic solution that marries mobile phone records from cellular providers with location and cell tower data to generate insights and visual evidence. Combined with the Accurint Virtual Crime Center, Accurint TraX gives you the ability to associate public records data seamlessly with mobile device records.

Viper is a Cloud-based virtual pen register that provides a live feed of cellular geolocation data to surveil potential suspects.



- Unlimited Use & Authorized Users of the TraX Suite to include:

TraX: Mapping tools that visualizes location data

TraX Analytics: The analytical tools that visualizes the patterns and connections

LIVE: Real Time cell phone ping mapping

- Authorized User means employees directly employed with the requesting agency listed above as sworn law enforcement officers, crime analysts or dispatchers, unless agreed upon otherwise by LexisNexis.
- CJIS Compliant, Cloud Based platform: (as defined by the US Department of Justice CJISD-ITS-DOC-081040-5.6, which can be found at - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>)
- Customized Warrants • Custom agency search warrants prepared per provider
- Ongoing 24-hour support, CDR investigative assistance (does not include full case review and consulting), and Tower dump assistance
- All files belong to the agency upon upload into TraX
- Access to bulk phone number look up
- Third party geo-location mapping (Pen Link, JSI, Cellebrite, Covertrack, and more)

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VIPER: Virtual Pen Register

VIPER is a 100% Cloud Based Solution that requires no end-user hardware. The system can be accessed from any computer or tablet with an internet connection.

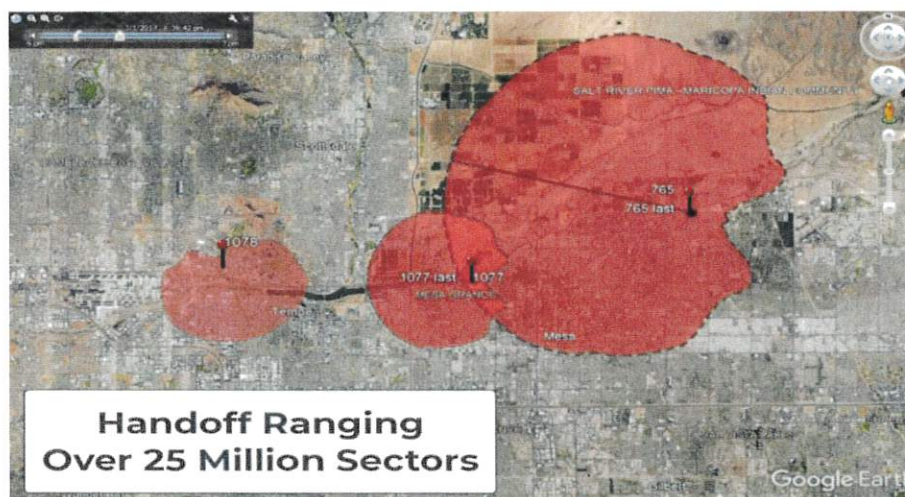
No Hardware Requirements: LexisNexis maintains all the required VPNs to the cellular carriers. You never have to deal with provisioning or setting up VPN connections to the carriers.

VIPER is a CJIS Compliant, FedRAMP Certified cloud solution. Our security is second to none. VIPER can be deployed all the way up to a TS environment when required.

Google Earth Compatible: All VIPER data can be viewed and updated in real-time in Google Earth. VIPER utilizes a network link to update data every 10 seconds. All Google Earth files are sharable.

Combine Historical & Real-Time Data: VIPER can integrate historical CDRs, real-time ping data, and pen register data in one interface. Maximize your data.

FIPS 140-2 SECURE: The FIPS 140-2 standard is an information technology security approval program for cryptographic modules produced by private sector vendors who seek to have their products certified for use in government departments and regulated industries that collect, store, transfer, share and disseminate sensitive but unclassified (SBU) information.



Investigative Services & Consulting

LexisNexis® Criminal Investigative Services

The LexisNexis® Risk Solutions Special Investigations Unit is a team of Subject Matter Experts (SMEs) unmatched in their ability to harness the tools and solutions available in the LexisNexis investigative suite. Agencies gain immediate access to expert analysts with up-to-date training and extensive investigative experience that understand how to leverage technology and the synthesizing of large amounts of data to drive an investigation forward.

Service Offerings:

Exigent Case Support – SMEs offer **24/7 assistance during Exigent Circumstances**.

Complex Geolocation Case Analysis – SMEs can assist with cases involving multiple devices or targets, corroborating case details or facts and Tower Dump analysis.

Preparing Case Deliverables – Types of deliverables our SMEs can assist with include written reports, court testimony and developing case presentations involving PowerPoint development, animations or videos, graphs or charts or a combination thereof.

Network Analysis – SMEs can utilize LexisNexis information and analytics to aid customers in locating detailed information relevant in active criminal investigations to include phone and person network research and analysis.

Peer Reviews – SMEs ensure the proper understanding of the analysis conducted and the visual demonstrative aids or written reports adhered to best practices.

Drive Test Scanner Support – Set-up, troubleshooting and analysis of reported data, by SMEs, is available for drive test scanner users.

Customizable Dashboards - SMEs can assist agencies with creating customized dashboards to fit their needs and help automate workflows.

Customized Assistance - Our SMEs can assist your agency in multiple ways from data quality assurance to cold case investigations. Contact our team to learn how we can customize an option to assist your agency.

Types of Analysis We Offer

Call Detail Record & Geolocation Pattern Analysis – SMEs can provide insight for investigators, detectives or analysts to determine common vs. uncommon behavior patterns based on cellular records, social media records or other digital information provided in the course of an investigation. These patterns can aid in developing additional leads, predicate acts, conspirative parties or help in establishing the potential mindset of an individual before, during and after alleged offense(s) have been committed. SMEs will utilize the LexisNexis suite of solutions, specifically Accurint® TraX™ to bring value to any criminal investigation.

Crime Analysis – Analytical SMEs will provide crime analysis consulting services to customers utilizing the LexisNexis suite of solutions, specifically Accurint® Virtual Crime Center, to provide actionable insights. Highly skilled analysts will analyze public safety data in time and space to support the entire agency including field operations, investigations and command staff. Deliverables will be created and automated in alignment with an agency-specific cadence and crime specific focus in an effort to combat criminal activity and make communities safer.

Investigative Analysis – SMEs can analyze information and independently develop case-specific subject profiles and/or link analysis in complex criminal investigations while using investigative best practices. SMEs will contribute to the goal of thorough and successful criminal investigations and assist investigators in obtaining investigative leads, analyzing available data and leveraging LexisNexis information to enhance intelligence in criminal investigations. These SMEs can aid law enforcement during critical incidents and events and are available to provide investigative assistance remotely or on-site.

Babel Street Insights

Babel Street is the trusted technology partner for the world's most advanced identity intelligence and risk operations. The Babel Street Insights platform delivers advanced AI and data analytics solutions to close the Risk-Confidence Gap. Babel Street provides unmatched, analysis-ready data regardless of language, proactive risk identification, 360-degree insights, high-speed automation, and seamless integration into existing systems. We empower government and commercial organizations to transform high-stakes identity and risk operations into a strategic advantage.

Babel Street Insights transforms the way organizations handle threat intelligence, identity, and risk management challenges. By harnessing the power of publicly available information (PAI) and leveraging AI-enabled cross-lingual search capabilities, Babel Street Insights provides a comprehensive solution that streamlines the process of unlocking critical insights through a single pane of glass. With API and SaaS deployment options, the flexible platform empowers teams to conduct efficient insider threat investigations, automate risk decisions, and perform supercharged visa screenings. Babel Street Insights is the key to unlocking the full potential of open-source intelligence (OSINT) and driving greater efficiency, effectiveness, and success across multidisciplinary teams through a single pane of glass.

Babel Street Insights can help agencies discover unparalleled insights with a flexible and comprehensive platform. Engineered for mission-critical applications, the Babel Street Insights Platform puts your organization in a position to act with confidence and speed.

- Advanced PAI Analytics puts big data PAI at your fingertips, enabling faster insights with enriched data on location, language, sentiment, intent, topics, and more, all through a modern, intuitive web application.
- Insight APIs deliver Data as a Service, seamlessly integrating enriched PAI into any interface including existing data lakes and internal applications.
- Private Cloud-Based Search and Enrichment capabilities enable secure, containerized application deployment, as well as the ability to enrich your owned data with PAI for enhanced discovery.
- Professional Services offer expert guidance, training, and enablement, empowering your teams to deliver outcomes more quickly.

Key Features and Functionality

With Babel Street, the world's most trusted brands dramatically improve speed to insight and drive measurable results. The rate and volume of PAI data is massive and growing exponentially larger every single day. Here are some of the ways Babel Street provides the most extensive, relevant reach to empower our customers to stay ahead of the pace of data and drive mission-critical success. Key features include:

- AI and ML-enabled technologies process millions of documents a day for near real-time indexing and search
- Deduped data removes redundancy for streamlined efficiency

- Multi-lingual Smart Search retrieves relevant documents across hundreds of languages
- Unified inputs standardize and enrich data for consistency across sources
- Cloud-based data collection pipeline scales dynamically to handle volume spikes
- Data enrichment includes language detection, location extraction, sentiment, topic classification, violent intent detection, and ontological entity identification

Babel Street Insights puts big data PAI at your fingertips to get to insights faster with enriched data on location, language, sentiment, intent, topics, and more through an innovative application. Highlights include:

- Automated screening processes
- Unprecedented source access
- Multi-language smart search
- Ply-and-play enriched data sets
- OOTB Data Standardization
- Robust Location Analytics
- Powerful Persistent Search
- Custom Alerting

The Babel Street Insights application uses Amazon Web Services (AWS) to automatically scale based on load requirements. Babel Street Insights can process up to 200 million documents daily and burst process 10,000 documents per second. It ingests and enriches data from trillions of documents in 200+ languages, with a proprietary web-crawler gathering data from millions of URLs daily. The standardized data is displayed in a customizable dashboard with features like sentiment analysis, trend tracking, and geo-location.

Clearview AI

Clearview AI offers public safety agencies a powerful tool to enhance the efficiency and effectiveness of their investigations. It can significantly accelerate the resolution of various cases, including criminal investigations, missing person cases, human trafficking, and unidentified human remains cases. As digital evidence becomes increasingly prevalent, Clearview AI provides a solution to manage and utilize this information effectively by matching subjects against billions of open-source intelligence entries, facilitating faster identifications.

The tool enhances agency efficiency and productivity and helps reduce crime rates by providing reliable leads, akin to Crime Stoppers tips, without the intrusiveness often associated with anonymous tips. Furthermore, Clearview AI's facial recognition technology is more dependable than eyewitness identifications, reducing the strain on witnesses and minimizing the potential for error.

Users upload a photo (or video) in any common format to the tool and initiate a search against the extensive database. It functions like a search engine, returning results the algorithm believes are the best match of your "probe photo." Each image match is accompanied by a link to its publicly available source.

Insight LPR

Insight LPR, is an advanced cloud-based license plate recognition (LPR) solution designed to enhance crime resolution and investigative efficiency. By integrating purpose-built LPR cameras with a sophisticated data platform, it enables law enforcement to gather comprehensive vehicle evidence in any environment. Users can quickly analyze billions of records, pinpoint vehicles of interest, and receive real-time alerts for prompt action.

The system provides a unified experience by combining fixed and mobile LPR camera reads with surveillance footage, creating complete and actionable evidence files. Investigators benefit from advanced search capabilities, including historical and commercial data access, to track a vehicle's last known location and uncover patterns in movement. With its intuitive back-office software, users can seamlessly navigate extensive records and streamline complex operations into a user-friendly investigative tool.

A key feature of Insight LPR is its real-time hit alerting, which delivers notifications in less than 10 seconds via email or text when a hotlisted vehicle is detected. This proactive alerting system helps law enforcement stay ahead of crime by enabling swift response to stolen vehicles, wanted suspects, or other flagged threats. The platform's mobile accessibility ensures users can retrieve critical evidence from anywhere, allowing for faster case resolution.

Designed for efficiency and security, Insight LPR empowers agencies with the tools they need to enhance public safety. By integrating cutting-edge technology with investigative expertise, it delivers rapid, reliable, and actionable intelligence to support law enforcement in detecting and deterring criminal activity.

Proposal – Accurint Suite

Product or Services: AVCC, Accurint TraX, & Clearview AI

Solution	ID & Usage	Annual Cost
Accurint Virtual Crime Center (AVCC) Included: Accurint for LE, Accurint for LE+ including Premium searches* (Public Records) Jail Booking Data with Photo Line Up feature. AVCC Crime Mapping and Analytics Community Crime Map** (Public-Facing Solution) Training on all Solutions: Agency Specific, Web-based 24/7 support from Customer Support and the LexisNexis Special Investigations Unit	Unlimited ID & Usage	Included Annual Cost: Standard: \$17,820 Regional Discount: \$7,600 (Includes 2 Data Translations)
Accurint TraX Customers assistance with getting started, search warrant language, and data uploads and mapping. Our team can also offer case peer reviews and support during exigent cases. Training on all Solutions: Agency Specific, Web-based 24/7 support from Customer Support and the LexisNexis Special Investigations Unit	Unlimited ID & Usage	Included Annual Cost: Standard: \$7,480 Regional Discount: \$2,000
OSINT Investigative Data: Clearview AI offers groundbreaking image matching technology, empowering investigators to quickly and precisely identify individuals from more than 50 billion curated images who are critical to investigations. Includes: Accurint Image Matching***	Unlimited ID & Usage	Included Annual Cost: Standard: \$15,203
Bundle Discount from Regional Discount:		-\$6,050 Annually
Total Bundle Cost***: Year 1: \$18,753; Year 2: \$22,063; Year 3: \$26,361*		
*Premium searches such as Real-Time Phones, Virtual Identity Report, Motor Vehicle, and Email Search are available to all users at no additional charge.		
** Standard 4% increase thereafter.		

Products: AVCC, Accurint TraX, & Clearview AI Breakdown by Year

Solution	Year 1	Year 2	Year 3
Accurint Virtual Crime Center (AVCC) (Includes 2 Data Translations)	Annual Cost: \$2,810	Annual Cost: \$2,810	Annual Cost: \$7,600
Accurint TraX	Annual Cost: \$740	Annual Cost: \$1,258	Annual Cost: \$2,000
OSINT Investigative Data: Clearview AI	Annual Cost:	Annual Cost:	Annual Cost:
Includes: Accurint Image Matching	\$15,203	\$15,963	\$16,761
Total Annual Cost:	\$18,753	\$22,063	\$26,361

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Investigative Services & Training Courses

Solution	Cost
Expert Case Assistance	Custom
Virtual Analyst	Custom
Testify in Court	\$2,500.00 Per day
Investigative Services Includes: Complex analysis, mapping, and reporting. Creating a court room work product, obtaining key geolocation data, locating a device and more.	25 hours annually: \$3,000
Investigative Training Courses, 40 Hour Training:	\$1,000 Per person
Investigative Training Courses, Fugitive Mission Planning & Cellular Investigations	\$600 Per person
Investigative Training Courses, Subject Matter Expert (SME) Training	\$1,250 Per person

Quote valid for 90 days.

This proposal includes data that shall not be disclosed outside the **City of McDonough Georgia Police Department** or any other department necessary to process an order, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, **City of McDonough Georgia Police Department** shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. The entire proposal shall be subject to the restrictions contained herein. In addition, this data is exempt from disclosure pursuant to the Freedom of Information Act, 5 U.S.C. 522(b)(3) and (4).

The Accurant Virtual Crime Center, Accurant for Law Enforcement, Accurant Crime Analysis, Accurant TraX, and VIPER services are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA. Accordingly, the Accurant Virtual Crime Center, Accurant for Law Enforcement, Accurant Crime Analysis, Accurant TraX, and VIPER services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment, or another purpose in connection with which a consumer report may be used under the FCRA.

Due to the nature of the origin of public record information, the public records and commercially available data sources used in reports may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. These products or services aggregate and report data, as provided by the public records and commercially available data sources, and are not the source of the data, nor is it a comprehensive compilation of the data. Before relying on any data, it should be independently verified. LexisNexis, the Knowledge Burst logo, and LexID are registered trademarks of RELX Inc. Accurant is a registered trademark of LexisNexis Risk Data Management Inc. TraX is a trademark of LexisNexis Risk Solutions FL Inc. © 2023 LexisNexis Risk Solutions

AGENDA ITEM SUMMARY
August 18, 2025, City Council Meeting
Item Number: 13



Presented by: William VonDenBosch, Director

Public Works – Highways & Streets

ITEM SUMMARY:

Request approval for the Mayor to sign all documents approving Georgia Safe Sidewalks to repair the sidewalk trip hazards in Brush Arbor Subdivision and bring the sidewalks up to ADA guidelines.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$38,750.00

FUNDING SOURCE:

Line Item: 326-5.4210.54.1402 SPLOST V

ATTACHMENTS:

1. Georgia Safe Sidewalks Inspection Summary and Repair Proposal
2. Solo Source Letter

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

X Finance



Sidewalk Inspection Summary And Repair Proposal



City of McDonough
Brush Arbor
June 25, 2025



AGENDA ITEM SUMMARY
August 18, 2025, City Council Meeting
Item Number: 14



Presented by: William VonDenBosch, Director Public Works – Wastewater Department

ITEM SUMMARY:

Request for approval to authorize Pump and Process Equipment to replace a broken pump at Church Circle pump station, at a cost of \$14,036.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

Pump two needs to be replaced. It is currently out of service. The station needs both pumps per design.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$14,036.00

FUNDING SOURCE:

Line Item: 505-5.4335.52.2200

ATTACHMENTS:

Pump and Process quote#25-4052G
Goforth Williamson quote#10687959

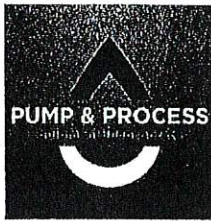
OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Pump and Process Equipment

8343 Roswell Road, Suite 315
Atlanta, GA 30350
Cell (404) 805-6573
Office (770) 814-0402

**Sales
Service
Support**

July 23rd, 2025

Quote #25-4052G

To: Jeremey Newton @ City of McDonough
From: Jonathan King @ Pump & Process Equipment, Inc.
Re: Pump Replacement

Pump and Process Equipment, Inc. is pleased to offer the following equipment for your consideration:

- (1) Crown Replacement for s/n T1940838

Total. \$14,036.00(8-10 Weeks)

Notes: Freight Not Included, Taxes Not Included. Standard PPEI Terms and Conditions Apply.

We appreciate the opportunity to offer this proposal for your approval and look forward to earning your business. Should you have any questions or need any additional information please do not hesitate to contact us.

Sincerely,

Jonathan King
Jonathan King
Pump and Process Equipment Inc.
jking@pumpandprocess.net
404-805-6573

QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Quote Number	
10687959	
Quote Date	Page
07/14/2025	1 of 2

Quote Expires On: 08/13/2025

BILL TO:

City of McDonough
136 Keys Ferry St.
McDonough, GA 30253
US

SHIP TO:

Church Circle LS
59 CHURCH CIRCLE
McDonough, GA 30253

770-957-3915

Requested By: Mr. Jeremy Newton

Customer ID: 713209

Project Ref: Church Circle PS Pump

PO Number		Carrier Name		Sales Rep	
				JGBOS GWI	
Quantity		UOM	Item ID Item Description	Unit Price	Extended Price
Ordered	Remaining				
1.00	1.00	EA	CRPPO4LB-8D Crown PO4LB-8D Self-Priming Solids Handling Pump 4" Suction, 4" Flange Discharge Cast Iron ASTM A-48 High Carbon Steel Shaft Two Vane Ductile Iron Impeller	21,935.0000	21,935.00

Order Line Notes: Pump Only

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
 4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com
- Standard Terms & Conditions apply and are accessible at:
<https://goforthwilliamson.com/wp-content/uploads/2025/06/Sales-Terms-and-Conditions-Goforth-Williamson.pdf>



QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Quote Number	
10687959	
Quote Date	Page
07/14/2025	2 of 2

Quote Expires On: 08/13/2025

Quantity		UOM	Item ID Item Description	Unit Price	Extended Price
Ordered	Remaining				

Total Lines: 1

SUB-TOTAL: 21,935.00
OCI - SHIPPING & HANDLING: 500.00
TAX: 0.00
AMOUNT DUE: 22,435.00
U.S. Dollars

PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING

Goforth Williamson
373 Odell Road
Griffin, GA 30224
PurchaseOrders@goforthwilliamson.com

Quote Valid for 30 Days

Payment Terms: Net 30
F.O.B.: Origin

Quoted By: JAYLINDAVIS
Email: jaylindavis@goforthwilliamson.com

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
 4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com
- Standard Terms & Conditions apply and are accessible at:
<https://goforthwilliamson.com/vp-content/uploads/2025/06/Sales-Terms-and-Conditions-Goforth-Williamson.pdf>



AGENDA ITEM SUMMARY
August 18, 2025, City Council Meeting
Item Number: 15



Presented by: William VonDenBosch, Director

Public Works - Wastewater Department

ITEM SUMMARY:

Request for approval to purchase a replacement pump for Bridle Ridge pump station from GoForth Williamson at a cost of \$16,170.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

The station has two 20 H.P pumps. One pump has failed, and needs replaced. The station is currently still operational, but requires two pumps per design.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$16,170.00

FUNDING SOURCE:

Line Item: 505-5.4335.52.2200

ATTACHMENTS:

Goforth Williamson quote#10670901

OTHER DEPARMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARMENTAL REVIEW

☒ Finance

April 24, 2025

To: Whom it may concern at City of McDonough

From: Chad Hallmark – District Sales Manager, SE Region
Water Utility – Grundfos North America

Subject: **GRUNDFOS Authorized Distributor – Georgia**

Let it be known by all parties that Goforth Williamson Inc. is the sole Authorized Distributor for all Grundfos products and all products under the Grundfos parent brand for the Municipal Market, in the state of Georgia and includes Chatham County. All inquiries for pumps, parts and service-related issues for the following products should be directed at Goforth Williamson 373 Odell Road Griffin GA 30224 (770)601-476-0303.

1. Grundfos Pumps
2. Morris Pumps
3. Chicago Pumps
4. Yeomans Pumps
5. BoosterPAQ
6. PACO Pumps

Regards,

Chad Hallmark
District Sales Manager SE
Grundfos Water Utility
346-730-0110
challmark@grundfos.com

GRUNDFOS CHICAGO
3905 Enterprise Court
Aurora, IL 60598-0620
Phone (630) 236-5500
Fax (630) 236-5511

QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Quote Number	
10670901	
Quote Date	Page
06/25/2025	1 of 1

Quote Expires On: 07/25/2025

BILL TO:

City of McDonough
136 Keys Ferry St.
McDonough, GA 30253
US

SHIP TO:

Bridle Ridge PS
1845 Global Dr
McDonough, GA 30252

770-957-3915

Requested By: Mr. Jeremy Newton

Customer ID: 713209

Project Ref: Bridleridge Grundfos Pump

PO Number		Carrier Name		Sales Rep	
				JGBOS GWI	
Ordered	Quantity	UOM	Item ID Item Description	Unit Price	Extended Price
	Remaining				
1.00	1.00	EA	99781535 SEV.30.A30.200.2.52H.C.EX.61R.A Grundfos Submersible Solids Handling Pump 3" Horizontal Flanged Discharge / 3-1/8" Solids Super Vortex Cast Iron Impeller 20 hp 3564 rpm 230/460 v 3 ph 50' Cable Moisture Sensor / Motor Thermal Switches 49 ft Long Cord	15,770.0000	15,770.00

Total Lines: 1

SUB-TOTAL: 15,770.00
OCI - SHIPPING & HANDLING: 400.00
TAX: 0.00
AMOUNT DUE: 16,170.00
U.S. Dollars

PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING

Goforth Williamson
373 Odell Road
Griffin, GA 30224
PurchaseOrders@goforthwilliamson.com

Quote Valid for 30 Days

Payment Terms: Net 30

F.O.B.: Origin

Quoted By: JAYLINDAVIS

Email: jaylindavis@goforthwilliamson.com

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
 4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com
- Standard Terms & Conditions apply and are accessible at:
<https://goforthwilliamson.com/wp-content/uploads/2025/06/Sales-Terms-and-Conditions-Goforth-Williamson.pdf>



AGENDA ITEM SUMMARY
August 18, 2025, City Council Meeting
Item Number: 16



Presented by: William VonDenBosch, Director

Public Works – Wastewater Department

ITEM SUMMARY:

Request for approval to authorize Cornerstone Mechanical to replace an aging gearbox on Clarifier 5, at a cost of \$72,865.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

The clarifier is 20 years old and currently operational, and this is a preventive repair. The process requires two clarifiers to be online and operational to handle the daily flows. Replaced the drive on clarifier 6 last year.

STAFF RECOMMENDATION:

Staff recommends approval. This expenditure was approved by Mayor and Council in FY25/26 budget.

FINANCIAL IMPACT:

\$72,865.00

FUNDING SOURCE:

Line Item: 505-5.4335.52.3850

ATTACHMENTS:

Goforth Williamson quote#10669460
Cornerstone Mechanical estimate 1491

OTHER DEPARMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARMENTAL REVIEW

☒ Finance

QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Quote Number	
10669460	
Quote Date	Page
06/24/2025	1 of 3

Quote Expires On: 07/24/2025

BILL TO:

City of McDonough
136 Keys Ferry St.
McDonough, GA 30253
US

SHIP TO:

City of McDonough
107 Turner Church Rd
McDonough, GA 30253
US

770-957-3915

Requested By: Mr. Jeremy Newton

Customer ID: 713209

Project Ref: Clarifier Drive Install

PO Number		Carrier Name		Sales Rep	
				JGBOS GWI	
Quantity		UOM	Item ID	Unit Price	Extended Price
Ordered	Remaining		Item Description		
1.00	1.00	EA	GW FIELD SERVICE INSTALLATION Field Service Installation Rebuilt it Clarifier Drive Install	86,560.0000	86,560.00

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
 4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com
- Standard Terms & Conditions apply and are accessible at:
<https://goforthwilliamson.com/wp-content/uploads/2025/06/Sales-Terms-and-Conditions-Goforth-Williamson.pdf>



QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Quote Number	
10669460	
Quote Date	Page
06/24/2025	2 of 3

Quote Expires On: 07/24/2025

Quantity	UOM	Item ID	Unit Price	Extended Price
Ordered	Remaining	Item Description		

Order Line Notes: Scope of Work:

1. Travel to site.
2. Remove existing walkway.
3. Remove existing clarifier drive.
4. Install the following provided by GWI Service:
 - a) 1 ea. — Rebuild It H40 Drive
 - b) 1 ea. — Misc. Conduit and Wiring
5. Reinstall walkway.
6. Verify all equipment operates correctly.
7. Clean up site and return to GWI Service Center.

Note: The quoted price includes a discount for Rebuild It to take possession of the old drive unit.

Note: This quote is for budgetary purposes only. Any work outside the above scope of work will require a revised scope and quote. No further work will be performed without approval of changes.

Note: GWI will provide a 1-year warranty on workmanship and materials from the date of installation or delivery.

Delivery is 6-10 weeks upon receipt of order.

Quote Prepared by Nathan Beasley / Project Manager

For the above scope of work, GWI Quotes:

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
 4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com
- Standard Terms & Conditions apply and are accessible at:
<https://goforthwilliamson.com/wp-content/uploads/2025/06/Sales-Terms-and-Conditions-Goforth-Williamson.pdf>



QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Quote Number	
10669460	
Quote Date	Page
06/24/2025	3 of 3

Quote Expires On: 07/24/2025

Quantity		UOM	Item ID Item Description	Unit Price	Extended Price
Ordered	Remaining				

Total Lines: 1

SUB-TOTAL: 86,560.00
TAX: 0.00
AMOUNT DUE: 86,560.00
U.S. Dollars

PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING

Goforth Williamson
373 Odell Road
Griffin, GA 30224
PurchaseOrders@goforthwilliamson.com

Quote Valid for 30 Days

Payment Terms: Net 30

F.O.B.: Origin

Quoted By: NATHANBEASLEY

Email: nathan@goforthwilliamson.com

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
 4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com
- Standard Terms & Conditions apply and are accessible at:
<https://goforthwilliamson.com/wp-content/uploads/2025/06/Sales-Terms-and-Conditions-Goforth-Williamson.pdf>



Cornerstone Mechanical

PO Box 3095

Peachtree City, GA 30269

+17707423321

andrea@cornerstoneh2o.com

<https://www.cornerstone-mechanical.com>**Estimate****ADDRESS**

City of McDonough

City Hall

136 Keys Ferry St.

McDonough, GA 30253

SHIP TO

McDonough Clarifier Drive

Replacement

City of McDonough WWTP

107 Turner Church Rd.

McDonough, GA

Attn: Jeremy Newton

ESTIMATE # 1491**DATE 06/27/2025**

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Field Services	1. Ship drive to repair facility 2. Perform full disassembly and inspection on drive 3. Provide pricing for anything found to be outside of the scope of work below 4. Ship Drive back to site 5. Mobilize to Larry B. Turner WWTP 6. Support Clarifier Arms 7. Disassemble bridge over clarifier drive 8. Unbolt and disconnect drive from bridge 9. Pull current drive and set aside 10. Provide and install the following items: • ONE (1) ENVIREX H40 REFURBISHED DRIVE UNIT: To include the following: • Refurbished to like new condition, drives rated for same as existing ft. lbs., with matching output speed. This completely refurbished drive unit will be rebuilt to factory specifications and comes with our two-year warranty. • Motor drive package consists of gear motor, sprockets, chain, stainless steel chain guard and required gear motor mounts. The motor drive package will be sized to match existing drive unit output torque and RPM. • Premium three-layer coating system as described below. • Stainless steel oil piping. • Replace or rebuild torque control device. • Shipping to job site • Engineering • Installation hardware and shims • 2-year warranty • 10 gallons Drive Oil – Hydrotex ISO680 11. Reassemble Clarifier Complete and make ready for service 12. Startup services 13. Perform a complete clarifier inspection while running – Dry Run	1	72,865.00	72,865.00

A late payment charge of 1 1/2% per month (18% annually) will be applied to all past due accounts.

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	14. Demobilize			

Exclusions and Clarifications - Clarifier must be drained to perform work. All work found to be outside the scope of work above will be quoted and require approval to proceed.

TOTAL

\$72,865.00

Accepted By

Accepted Date



AGENDA ITEM SUMMARY
August 18, 2025, City Council Meeting
Item Number: 17

Presented by: William VonDenBosch, Director

Public Works Department

ITEM SUMMARY:

Request for authorization to enter into a Utility-Aid agreement with the Georgia Department of Transportation for assistance in funding the water and sewer relocations in GDOT Project: P I No: 0015089; City of McDonough; Henry County SR 81 from E of SR 81 WE to E of CR 371/Bethany Road. The current total estimated construction relocation (in-kind) cost is approximately \$3,290,960.00. The maximum contribution from the City of McDonough is limited to \$1,645,480.00. The following payment installment schedule is agreed between the City of McDonough and GDOT. Installment 1: 50% (\$ 822,740.00) - Due immediately after Project Let (January/February 2026) and Installment 2: 50% (\$ 822,740.00) - Due 12 months after Project Let (January 2027).

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$1,645,480.00

FUNDING SOURCE:

TSPLOST

ATTACHMENTS:

GDOT Letter and Agreement

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

August 12, 2025

Sent via E-mail & U.S. Mail

Mr. William VonDenBosch
Public Works Director, City of McDonough
305 Racetrack Rd
McDonough, GA 30252

**RE: GDOT Project: P I No: 0015089; City of McDonough; Henry County
SR 81 FROM E OF SR 81 WE TO E OF CR 371/BETHANY ROAD
Utility-Aid Request Approval**

Dear Mr. VonDenBosch,

This letter is in response to your request for the Department to consider assisting the City of McDonough with funding for the utilities (water and sewer) relocations on the above-referenced project, which is currently scheduled for the **January 2026 letting**.

Based upon review of the Utility-Aid package and plans you submitted to the State Utilities Office, the **Department will assume 50% of the (in-kind) construction relocation costs** of the utility facilities in conflict with the proposed project, excluding betterment, currently estimated at **\$ 1,645,480.00**. The **City of McDonough will be responsible for 50% of the (in-kind) construction relocation costs** of the utility facilities in conflict with the proposed project, currently estimated at **\$ 1,645,480.00**. The current total estimated construction relocation (in-kind) cost is approximately **\$ 3,290,960.00 and no betterment**. The City of McDonough will be responsible for 100% of the preliminary engineering cost associated with relocation design of the subject facilities.

The maximum contribution from the City of McDonough is limited to \$ 1,645,480.00. The following payment installment schedule is agreed between the City of McDonough and GDOT. **Installment 1: 50% (\$ 822,740.00) - Due immediately after Project Let (January/February 2026) and Installment 2: 50% (\$ 822,740.00) - Due 12 months after Project Let (January 2027).**

The following general requirements shall apply to this aid:

1. The City of McDonough will routinely budget for potential relocation liabilities for permitted facilities under the jurisdiction of the Department. The City of McDonough may be asked to provide verification that this responsibility is met prior to the approval of permits.
2. All relocation work required for this project shall be included in the Department's project contract. Therefore, the City of McDonough will enter into a Memorandum of Understanding (MOU) and Contract Item Agreement (CIA) with the Department to perform the utility relocation required for this project. In this MOU, the City of McDonough will agree that construction engineering and contract supervision shall be the responsibility of the Department, and the Department shall be responsible to assure that all utility work is accomplished in accordance with the plans and specifications and to consult with the City of McDonough before authorizing any changes or deviations which affect the City of McDonough's facilities.

Mr. William VonDenBosch, Public Works Director, City of McDonough; Henry County
GDOT Project P.I. No. 0015089; SR 81 FROM E OF SR 81 WE TO E OF CR 371/BETHANY ROAD
Utility-Aid Request Approval (water and sewer)
August 12, 2025
Page 2 of 2

The City of McDonough must coordinate with the Department's District Utilities Office so that arrangements are made to ensure that relocation plans are prepared to meet the Department's schedule and plan standards.

3. The City of McDonough must complete preliminary engineering at its own expense. The City of McDonough shall ensure that engineering for this work is performed according to current Department Standards. The City of McDonough must coordinate with the Department's District Utilities Office, so that arrangements are made to ensure that the engineering is completed and approved without delay to the project's schedule.
4. The Department cannot bear the cost of any "betterment" items. If betterment is included in the Department's plans, the Department will only pay up to the approved estimated amount for Utility-Aid. The City of McDonough will be responsible for any additional cost resulting from "betterment" items.

Please make completion of preliminary engineering an urgent matter and continue coordination with the District Utilities Office to finalize arrangements. All such correspondence should be sent to the following address:

Mr. Jack Reed
District 3 Utilities Manager
Georgia Department of Transportation
115 Transportation Blvd
Thomaston, GA 30286

If you have any questions or need any additional information on this matter, please contact me at 404-631-1380.

Sincerely,



Digitally signed by Nicholas Fields
Date: 2025.08.12 13:33:53 -04'00'

Nicholas Fields
State Utilities Administrator

NF: SPJ

cc: Jamie Boswell, Board Member, *via email*
Russell R. McMurry, P.E., Commissioner, *via email*
Andrew Heath, P.E., Deputy Commissioner, *via email*
Meg Pirkle, P.E., Chief Engineer, *via email*
Alan Davis, P.E., Director of Permits and Operations, *via email*
Angie Robinson, Financial Management Administrator, *via email*
William Wright Jr., Local Grants Administrator, *via email*
Tyler Peek, P.E., District 3 Engineer, *via email*
Adam Smith, P.E., District 3 Preconstruction Engineer *via email*
Jack Reed, District 3 Utilities Manager
Shanda Marsh, Project Manager

Georgia DOT Project: N/A
County: Henry
GDOT P.I.: 0015089

UTILITY AID MEMORANDUM OF UNDERSTANDING

between the
Georgia Department of Transportation (hereinafter called the DEPARTMENT)
and
City of McDonough (hereinafter called the OWNER)

Whereas the **DEPARTMENT** proposes to undertake a project to widen and reconstruct SR 81 FROM E OF SR 81 WE TO E OF CR 371/BETHANY ROAD in Henry County by contract through competitive bidding, and:

Whereas the **OWNER** has the following utility facilities which must be adjusted and/or relocated as a result of the proposed project: Water & Sewer.

Whereas the **OWNER** has requested that the **DEPARTMENT** fund the costs associated with these adjustments and/or relocations and the **DEPARTMENT** has agreed to this request or the **OWNER** does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the contract to be let by the DOT, now therefore;

The following is hereby mutually agreed to and understood by both parties:

1. The preliminary engineering, including preparation of detailed plans and contract estimate for the required ***** items will be accomplished by the OWNER and the cost of which will be the responsibility of the OWNER. The plans shall provide for adjustment or relocation of the OWNER'S facilities in accordance with the DEPARTMENT'S standard pay items and procedures for including such items in the project contract. In cases of discrepancy, the governing descending order will be as follows: (1) Special Provisions, (2) Project Plans (prepared by OWNER'S Consultant) including Special Plan Details, (3) Supplemental Specifications, (4) Standard Plans including Department Standard Construction Details, (5) Standard Specifications. The OWNER'S standard details should be labeled as "Special Plan Details" and included immediately in sequence behind the OWNER'S plans to avoid confusion with the Department's Standard Plans and Standard Construction Details. The OWNER shall provide plans using the DEPARTMENT'S title block design and current Microstation file format.
2. The plans and estimate shall be subject to approval by both the DEPARTMENT and OWNER prior to advertising for bids.

3. All work necessary for the adjustment or relocation of the described facilities in accordance with the final plans when approved shall be included in the highway contract and let to bid by the DEPARTMENT except as follows:

The Owner will provide additional temporary and permanent easements, at its own expense, for any work outside of the acquisition limits shown on the project right of way plans, and shall certify possession in accordance with DEPARTMENT requirements prior to the Certification deadline for the project.

4. If the work is performed by the OWNER'S Consultant, the engineering for plan revisions for the OWNER'S facilities shall be the responsibility of the OWNER and OWNER'S Consultant.
5. The OWNER and OWNER'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The cost of any OWNER or OWNER'S Consultant's visits or inspections will be the responsibility of the OWNER. For certain products, assemblies and materials certification, the OWNER and OWNER'S Consultant shall provide the DEPARTMENT assistance at no cost to the DEPARTMENT for certification of the work. The DEPARTMENT agrees to notify the OWNER when all utility work is complete and ready for final inspection and invite the OWNER to attend the final inspection or provide a corrections list to the DEPARTMENT prior to the final inspection.
6. After award of the highway contract, the OWNER will continue to maintain its pre-existing facilities until adjustment or relocation has been finalized or the pre-existing facilities have been taken out of service. Once adjustment or relocation begins on a segment of the facilities, the DEPARTMENT or its contractor will be responsible for the maintenance of the adjusted or relocated facilities until final acceptance is made for the work.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER, that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S "Utility Accommodation Policy and Standards Manual, current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR
8. A determination of payment due the DEPARTMENT shall be in accordance with a separate Contract Item Agreement that will be executed prior to award of the highway project. It is contemplated by the DEPARTMENT and OWNER that if a Contract Item Agreement is to be executed by both parties that it will supersede this memorandum.
9. The DEPARTMENT and OWNER agree that all matters will be governed by the DEPARTMENT'S Utility Accommodation Policy and Standards Manual, current edition.

APPROVED FOR THE OWNER BY:

(Signature)

(Date)

(Title)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

(Date)

(Title)

Preliminary Engineering Agreement to be required? No
Contract Item Agreement to be required? Yes

SANDOZ SETTLEMENT AGREEMENT

This Sandoz Settlement Agreement dated as of August 31, 2023 (“*Agreement*”) sets forth the terms of settlement between and among Participating Subdivisions and Participating Tribes, and Sandoz (in each case as defined below), to take effect as of the Effective Date (as defined below).

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Whereas, Participating Subdivisions and Participating Tribes by and through the Participating Subdivision Designees and Participating Tribe Designees (as defined below), and Sandoz, share a common desire to resolve disputes between Participating Subdivisions and Participating Tribes, and Sandoz, relating to opioid medications according to the terms set out in this Agreement;

Whereas, the Parties agree and understand that upon satisfaction of the conditions set forth herein, this Agreement will be binding on the Participating Subdivisions and Participating Tribes;

Whereas, the Parties to this Agreement now desire to avoid further expense and proceedings and to settle their disputes under the terms and conditions of this Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties as follows:

I. Definitions

Unless otherwise specified, the following definitions apply:

1. *"Agreement"* means this Agreement between Participating Subdivisions and Participating Tribes and Sandoz, inclusive of all exhibits.
2. *"Alleged Harms"* means the alleged past, present, and future financial, societal, and related harms and expenditures arising out of the alleged misuse and abuse of opioid products, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Sandoz.
3. *"Claim"* means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim (but only with respect to each Participating Subdivision or Participating Tribe), promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment,

disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever. Claim does not include any individuals' personal injury or wrongful death cause of action.

4. "*Claim-Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
5. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to any Product, including without limitation (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; orders, prescriptions, formularies, guidelines, payments or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim or benefit administration, claim adjudication, plan design, data and sales thereof, and any other act or failure to act relating to, any Product; and any system, plan, policy or advocacy relating to any Product, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders, prescriptions, or conduct related to any Product; (d) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to any Product; or (e) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product.
6. "*Effective Date*" means the date that the Participating Subdivisions and Participating Tribes execute and deliver (or cause to be delivered) to the Participating Subdivision Designees and the Participating Tribe Designees, as appropriate, and to Sandoz, in accordance with Section V.A., the ~~Subdivision Participation Forms and Tribe Participation Forms~~, signed by 85% (as measured by number of cases and allocation of the Settlement Fund) of Litigating Subdivisions and Litigating Tribes, which are set forth

on **Exhibit A** of this Agreement. The Effective Date shall be no later than January 31, 2024, provided, however, that: (1) the Participating Subdivision Designees and the Participating Tribe Designees shall have the one-time unilateral right to extend the deadline by 90 days; and (2) Sandoz shall have the unilateral right in its sole discretion to further extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

7. “*Eligible Entities*” has the meaning set forth in Section V.C., and includes those Litigating Subdivisions and Litigating Tribes identified in **Exhibit A** attached hereto.
8. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or its members thereof) that has pending Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.
9. “*Litigating Tribe*” means a Tribe that has pending any Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.
10. “*MDL*” means *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804.
11. “*MDL Court*” means the United States District Court for the Northern District of Ohio, Eastern Division, presiding over the MDL.
12. “*Non-Participating Subdivision*” means any Subdivision that does not execute a Subdivision Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Subdivision that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Subdivision Designees and Sandoz of its intent to litigate its Claims against Sandoz.
13. “*Non-Participating Tribe*” means any Tribe that does not execute a Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Tribe that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Tribe Designees and Sandoz of its intent to litigate its Claims against Sandoz.
14. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or ~~conduct that would be Covered Conduct if engaged in by a Released Entity~~).
15. “*Non-Party Settlement*” means a settlement by any Releasor that settles any

Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

16. “*Non-Released Entity*” means an entity that is not a Released Entity.
17. “*Ongoing Common Benefit Order (Dkt. #4428)*” means the Ongoing Common Benefit Order (Dkt. #4428) entered by the MDL Court in the MDL.
18. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to remediate Alleged Harms, including to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Qualifying expenditures may include reasonable related administrative expenses.
19. “*Participating Subdivision*” means any Litigating Subdivision identified in **Exhibit A** that executes a Subdivision Participation Form prior to or within 14 days after the Effective Date.
20. “*Participating Tribe*” means any Litigating Tribe identified in **Exhibit A** that executes a Tribe Participation Form prior to or within 14 days after the Effective Date.
21. “*Participating Subdivision Designees*” means Jayne Conroy and Michael Angelides of Simmons Hanly Conroy (*see* Section IX.J. below for their contact information).
22. “*Participating Tribe Designees*” means Steve Skikos and Mark Crawford of Skikos, Crawford, Skikos & Joseph (*see* Section IX.J. below for their contact information).
23. “*Parties*” means Sandoz, Participating Subdivisions, and Participating Tribes (each, a “*Party*”).
24. “*Post-Settlement Claim*” means any Claim commenced against Sandoz by any Subdivision or Tribe after the date of this Agreement, whether in the MDL Court or any federal, state, district, territorial, or other court, or any other judicial, quasi-judicial, or arbitral body, alleging any Covered Conduct as the basis or partial basis for the Claim.
25. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance,

that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

26. *"Released Claims"* means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by any Participating Subdivision or Participating Tribe in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a Participating Subdivision, Participating Tribe or any Releasors (whether or not such Participating Subdivision, Participating Tribe or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals for any of their own damages for alleged personal injuries arising out of their use of any Product. But in any action arising from or relating to such Claims or the Covered Conduct, the Released Entities may assert as a defense or otherwise argue that the payments required herein serve as a measure of compensation for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law.
27. *"Released Entities"* has the meaning set forth in Section VI.A.
28. *"Releasors"* means (1) each Participating Subdivision and Participating Tribe, and (2) without limitation and to the maximum extent of the power of each Participating Subdivision and Participating Tribe to release Claims, ~~(a) the Participating Subdivision's and Participating Tribe's departments, agencies, divisions, boards, commissions, subdivisions, instrumentalities of any kind and attorneys, and any person in their official capacity whether~~

elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public but only with respect to each Participating Subdivision or Participating Tribe.

29. “*Sandoz*” means Sandoz Inc. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, or assigns, including but not limited to Sandoz International GmbH, Novartis Pharmaceuticals Corporation, and Novartis AG and its subsidiaries and affiliates, including but not limited to Novartis Manufacturing LLC, Novartis Institutes for Biomedical Research, Inc., Novartis Corporation, and Novartis Consumer Health. For the avoidance of doubt, this definition of “*Sandoz*” shall survive any spin-off, separation, or other corporate change-of-control transaction that results in Sandoz Inc. separating from or no longer being a direct or indirect subsidiary of one or more other Sandoz or Novartis entities.
30. “*Sandoz Settlement Fund*” or “*Settlement Fund*” means the interest-bearing fund to be established by the MDL Court in the MDL into which all payments by Sandoz will be made, which shall be administered by the Settlement Referee, and which is intended to qualify as a “qualified settlement fund” within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended.
31. “*Settlement Referee*” means David R. Cohen, who will perform the duties set forth in this Agreement, including setting forth the procedures by which the Subdivision and Tribe allocation will be completed and to jointly determine each Subdivision’s and Tribe’s final allocation resulting from application of the Subdivision and Tribe Allocation Distribution Percentage.
32. “*State*” means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and the Northern Mariana Islands.
33. “*Subdivision*,” “*Subdivisions*,” “*Tribe*” or “*Tribes*” includes the Eligible Entities set forth on **Exhibit A** of this Agreement. “*Subdivision*” further means (1) a formal and legally recognized sub-entity of a State that provides general governance for a defined area, including a municipality, county, parish, city, town, village, special district or any other entities that provide municipal-type government within a State, and (2) any person, official, or entity thereof acting in an official capacity. Unless otherwise specified, “*Subdivision*” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as

Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. "Tribe" further means any Indian or Alaska Native tribe, band, nation, pueblo, village or community that the United States acknowledges to exist as an Indian tribe, including but not limited to the list of recognized tribes published by the United States Secretary of the Interior.

- 34. *"Subdivision and Tribe Allocation Distribution Percentage"* means a Subdivision's or Tribe's percentage as determined by the Settlement Referee pursuant to Section IV.B. The aggregate Subdivision and Tribe Allocation Distribution Percentage of all Subdivisions and Tribes shall equal 100%.
- 35. *"Subdivision Participation Form"* and *"Tribe Participation Form"* mean the forms attached hereto as **Exhibits C (Subdivisions) and D (Tribes)**.
- 36. *"Total Remediation Amount"* has the meaning set forth in Section IV.A.

II. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors' Released Claims. Each Participating Subdivision and Participating Tribe (for itself and its Releasors) will absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
- B. *Claim-Over and Non-Party Settlement.*
 - 1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

- c. Claims by Releasors against non-Parties should not and will not result in additional payments by Released Entities, whether through contribution, indemnification or any other means;
 - d. The amount of each payment made to each Participating Subdivision or Participating Tribe under this Agreement is intended to reduce any indemnification obligation the Released Entities might have to non-Parties with regard to each such Participating Subdivision or Participating Tribe;
 - e. Releasors covenant not to sue Released Entities for Covered Conduct;
 - f. The Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties; and
 - g. The provisions of this Section II.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against Sandoz arising out of or related to Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Sandoz in Section II.B.2, or a release from such Non- Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. Sandoz shall be deemed and is designated as an intended third-party beneficiary of the prohibition on contribution or indemnity required

under this section in such Non-Party Settlement. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Non-Released Entity asserts a Claim-Over against a Released Entity, then Releasor and Sandoz shall take steps sufficient and permissible under applicable law to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Sandoz under this Agreement.
5. *Preservation of All Rights and Defenses Arising from Payments.* This Agreement further expressly preserves, to the full extent permitted by law, the right and ability of Released Entities to assert the payments made under this Agreement as a defense, set-off, satisfaction, or reduction against any amounts asserted as damages against any Released Entity by any non-Party or Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

If the Claim-Over is based on a contractual indemnity claim by a Non-Released Entity against any Released Entity, these Claim-Over provisions shall not apply to the extent the contractual indemnity claim is based on the conduct of the Non-Released Entity and not the conduct of Released Entities.

- C. *General Release.* In connection with the releases provided for in the Agreement, each Participating Subdivision and Participating Tribe (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision and Participating Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivisions' or Participating Tribes' decision to enter into the Agreement or the Participating Subdivisions' or

Participating Tribes' decision to participate in the Agreement.

- D. *Res Judicata*. Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any stipulation of dismissal with prejudice or judgment entered on the Agreement, gives rise to under applicable law.
- E. *Representation and Warranty of Authority*. The Participating Subdivision Designees and Participating Tribe Designees signing hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that they have authority to enter into this Agreement conditionally on behalf of the Participating Subdivisions and Participating Tribes, subject to each Participating Subdivision and Participating Tribe executing a Subdivision Participation Form or Tribe Participation Form as provided in Section V of this Agreement.
- F. *Representation and Warranty of No Other Case(s)*. The signatories hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that, as of the date of this Agreement, they are not aware, other than the cases arising from Covered Conduct, of any other case(s) against Sandoz on behalf of any Subdivision or Tribe, beyond those listed on **Exhibit A**.
- G. *Effectiveness*. The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Sandoz Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Sandoz Settlement Fund or any portion thereof.
- H. *Cooperation*. Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- I. *Non-Released Claims*. Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims that may be brought by a State or by any State Attorney General against Released Entities for Covered Conduct to the extent not released herein specifically with respect to Participating Subdivisions or Participating Tribes, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

III. Monetary Relief and Payments

- A. *Structure of Payments*.

1. All payments under this Section III shall be made into the Sandoz Settlement Fund. The payments in the Sandoz Settlement Fund shall be allocated and used only as specified in Section IV of this Agreement. In the event that this Agreement is not completed for any reason or is terminated in accordance with its terms, all payments made under this Section III into the Sandoz Settlement Fund shall be returned to Sandoz.
2. On the thirtieth day after the Effective Date, Sandoz shall pay into the Sandoz Settlement Fund the sum of Ninety-Nine Million Five Hundred Thousand Dollars (\$99,500,000.00), under the terms and conditions of this Agreement, subject to the reductions described in Section IV.B.4.
3. Sandoz's payment into the Sandoz Settlement Fund includes the amount necessary to comply with the Ongoing Common Benefit Order (Dkt. #4428). The Settlement Referee shall hold the amount necessary to ensure compliance with the Ongoing Common Benefit Order until further order by the MDL Court. It is expressly understood that Sandoz's payment into the Sandoz Settlement Fund under Section III.A.2 fulfills its obligations under the Ongoing Common Benefit Order.
4. If Eighty-Five Percent (85%) of Litigating Subdivisions and Litigating Tribes set forth on **Exhibit A** of this Agreement (as measured by number of cases and allocation of the Settlement Fund) do not sign the Subdivision and Tribe Participation Form by January 31, 2024 (or such extended date as may be set in accordance with Section I.6.), and Sandoz does not otherwise agree to move forward with the Settlement Agreement, such that the Effective Date does not occur, then Sandoz shall make no payment, this Agreement will have no further effect, and all releases and other commitments or obligations contained herein will be void, provided, however, that Sandoz shall have the unilateral right in its sole discretion to extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

IV. Allocation and Use of Settlement Funds

- A. *Settlement Fund.* Subject to Sections IV.B.3 and 4, the Sandoz Settlement Fund shall be comprised of funds earmarked for Opioid Remediation (the "Total Remediation Amount").
- B. *Allocation, Administration and Use of Settlement Payments.*
 1. David R. Cohen, in his capacity as Settlement Referee, shall determine the basis for the distributions to Participating Subdivisions and Participating Tribes in accordance with this Section IV. Once the final Subdivision and Tribe Allocation Distribution Percentage is determined, it shall be attached

as **Exhibit B** to this Agreement. Determination of the Subdivision and Tribe Allocation Distribution Percentage shall be determined in the following manner:

- a. Allocation Distribution percentages may be determined by referring to and incorporating allocation percentages, formulas and manners of calculations utilized in prior Subdivision settlement agreements and prior Tribe settlement agreements reached with other Defendants in the opioid litigation. The Settlement Referee shall consider all non-general purpose government sub-entities of a Subdivision county, city or Tribe, or person or entity included in an action or bringing an action on the Subdivision county, city or Tribe's behalf, to be a single Subdivision county, city or Tribe claimant for purposes of allocation. Further, any allocation between and amongst the recovering Subdivision county, city or Tribe and any of its non-general purpose government sub-entities shall be determined by those entities and sub-entities themselves.
 - b. Each Participating Subdivision and Participating Tribe shall have had the right to be heard prior to entry of the final allocation order specific to this opioid crisis with regard to the calculation of the allocation amount set forth in Section IV.B.1.a. For the avoidance of doubt, the Participating Subdivisions and Participating Tribes shall not have any other basis to challenge the allocation amounts.
 - c. Sandoz acknowledges and expressly agrees that it has no role whatsoever in the Subdivision and Tribe allocation process.
2. The Settlement Referee shall set aside and hold back the funds allocable to each of the Litigating Subdivisions and Litigating Tribes proportionate to the Litigating Subdivision's and Litigating Tribe's Subdivision Allocation Distribution Percentage to the extent such Litigating Subdivision or Litigating Tribe has not become a Participating Subdivision or Participating Tribe, and the provisions of Section IV.B.4 shall apply with respect to such Non-Participating Subdivision or Non-Participating Tribe.
 3. The Settlement Referee shall deduct the costs and expenses incurred in the administration of the Sandoz Settlement Fund, including any expenses, costs and fees arising out of the duties of David R. Cohen in his capacity as Settlement Referee, out of the interest accrued on the Sandoz Settlement Fund and thereafter from the principal of the Sandoz Settlement Fund.
 4. Litigating Subdivisions and Litigating Tribes. Any Litigating Subdivision or Litigating Tribe that does not execute a Subdivision Participation Form or Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Litigating Subdivision or Litigating Tribe

that affirmatively opts out of this Agreement and provides written notice to the Participating Subdivision Designees and/or Participating Tribe Designees, and Sandoz of its intent to litigate its Claims against Sandoz shall forego its right to participate in distributions contemplated by this Agreement, in which case the amount (including accumulated holdback amounts) allocable to such Litigating Subdivision or Litigating Tribe pursuant to its Subdivision and Tribe Allocation Distribution Percentage shall revert to Sandoz, to be paid to Sandoz within sixty (60) days after the 14-day time period after the Effective Date.

C. *Provisions Regarding Abatement Fund.*

1. The funds distributed from the Sandoz Settlement Fund to each Participating Subdivision and Participating Tribe shall be used solely for Opioid Remediation.
2. The Participating Subdivision Designees and Participating Tribe Designees shall provide a Participating Subdivision and Participating Tribe Opioid Abatement Report to Sandoz once all funds are disbursed to the Participating Subdivisions and Participating Tribes.

D. *Nature of Payment.*

1. Sandoz and the Participating Subdivisions and Participating Tribes acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:
 - a. Sandoz has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
 - b. Participating Subdivisions and Participating Tribes sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes as a result of the Covered Conduct;
 - c. By executing the Subdivision Participation Form or Tribe Participation Form, the Participating Subdivisions and Participating Tribes acknowledge that: (a) the Total Remediation Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes; and (b) the portion of the Total Remediation Amount received by each Participating Subdivision or Participating Tribe is no greater than the amount of the Alleged Harms allegedly suffered by such Participating Subdivision or Participating Tribe;

- d. The payment of the Total Remediation Amount by Sandoz constitutes, and is paid for, restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Sandoz;
- e. The Total Remediation Amount is being paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions, Participating Tribes and persons to the same position or condition that they would be in had the Participating Subdivisions, Participating Tribes and persons not suffered the Alleged Harms and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law;
- f. For the avoidance of doubt: (a) no portion of the Total Remediation Amount represents reimbursement to any Participating Subdivision or Participating Tribe, or other person or entity, for the costs of any investigation or litigation, including without limitation attorneys' fees, (b) the entire Total Remediation Amount is properly characterized as described in Section IV.D.1.e, and (c) none of the amounts paid by Sandoz under Section III constitutes disgorgement or is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments; and
- g. For the further avoidance of doubt, the Parties estimate that Fifteen Percent (15%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to payments in accordance with the Ongoing Common Benefit Order (Dkt. #4428) and/or the MDL fee cap order (Dkt. #3814), and the remaining Eighty-Five Percent (85%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to the Total Remediation Amount and paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)).

2. Tax Reporting and Cooperation

- a. Each Participating Subdivision and Participating Tribe shall cooperate in good faith with Sandoz with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.
- b. For the avoidance of doubt, except as explicitly set forth in this Agreement, neither Sandoz, any Participating Subdivision or Participating Tribe, or counsel to any of the foregoing make any warranty or representation as to the tax consequences of the payment

of the Total Remediation Amount (or any portion thereof).

V. Participation by Subdivisions and Tribes

- A. *Subdivision Participation Form and Tribe Participation Form.* Attached hereto as **Exhibits C (Subdivisions)** and **D (Tribes)** are the Subdivision Participation Form and Tribe Participation Form, which may be subject to later modification and substitution as the participation process is worked out. A Subdivision's or Tribe's executed Participation Form is evidence of its status as a Party to this Agreement, and the executed Participation Forms and their terms are incorporated herein by reference. In order to become a Participating Subdivision or Participating Tribe, each Litigating Subdivision or Litigating Tribe shall provide a properly executed Participation Form to the Participating Subdivision Designees or to the Participating Tribe Designees and to Sandoz, or to any proxy specified by them, by electronic mail as set forth in the Participation Forms at **Exhibits C and D** hereto, and in accordance with the time limitations and terms of this Agreement.
- B. *Dismissal of Claims.* Each Participating Subdivision or Participating Tribe, either directly or through its counsel, shall request to dismiss with prejudice all Released Claims by that Subdivision or Tribe against Released Entities, including all Released Claims pending in the MDL Court and all Released Claims pending in any State court. Dismissal of a Litigating Subdivision's or Litigating Tribe's complaint against Released Entities shall be filed only upon the occurrence of the Effective Date. The Parties will coordinate a streamlined dismissal process with the MDL Court that will allow for a bulk filing of the agreed dismissals with respect to MDL-filed cases.
- C. *Eligible Entities.* **Exhibit A** sets forth all Litigating Subdivisions and Litigating Tribes eligible to participate in this Agreement ("*Eligible Entities*"):
1. Each entity listed on **Exhibit A** has filed an opioid case against Sandoz in the MDL or in a case pending in State court.
 2. **Exhibit A** includes the filing docket number and counsel of record for the listed entity. Each entity listed on **Exhibit A** is entitled to participate in the settlement.
 3. Only Eligible Entities listed in **Exhibit A** are eligible to participate in the settlement, except as may be further agreed between Sandoz and the Participating Subdivision Designees or the Participating Tribe Designees.

VI. Defendants to be Released Upon Meeting Threshold Requirements

- A. ~~The following are to be Released Entities and shall be released and claims against them to be dismissed with prejudice upon the Effective Date: (i) Sandoz ("Sandoz" as defined in Section I.29 of the Definitions); (ii) all of its past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors,~~

successors, assigns and insurers (in their capacity as such); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (ii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. An illustrative, non-exhaustive list of Released Entities is annexed to this Agreement as **Exhibit E**.

VII. Plaintiffs' Attorneys' Fees and Costs

- A. Contingency attorneys' fees and costs shall be paid out in accordance with the MDL fee cap order (Dkt #3814), which the Parties agree to extend to the provisions of this Agreement, as well as any other Orders that may be entered by the MDL Court concerning attorneys' fees and costs.
- B. Common Benefit amounts shall be held by the Settlement Referee in order to ensure compliance with the Ongoing Common Benefit Order (Dkt. #4428), as set forth in Section III.A.3 above.

VIII. Dispute Resolution

- A. Any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the Parties to resolve disputes through binding arbitration.

IX. Miscellaneous

- A. *No Admission.* Sandoz does not admit liability or wrongdoing. This Agreement shall not be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Sandoz.
- B. *Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Participating Subdivision or Participating Tribe or Released Entity. No Participating Subdivision or Participating Tribe may assign or otherwise convey any right to enforce any provision of this Agreement and no entity except the Participating Subdivision Designees or Participating Tribe Designees shall have the right to enforce any provision of this Agreement on behalf of all Participating Subdivisions and Participating Tribes.
- C. *Construction.* None of the Parties and no Participating Subdivision or Participating Tribe shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the

drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

- D. *Cooperation.* Each Party agrees to use its best efforts and to cooperate with the other Parties to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement by any other person, and will support the integrity and enforcement of the terms of this Agreement.
- E. *Entire Agreement.* This Agreement, its Exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- F. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof. One or more counterparts of this Agreement may be signed by electronic signature.
- G. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- H. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- I. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be

offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement, except that Released Entities may file or use this Agreement in any action (1) involving a determination regarding insurance coverage; (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Total Remediation Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

- J. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

For Participating Subdivisions:

Jayne Conroy
Michael Angelides
Simmons Hanly Conroy
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
(212) 257-8482
jconroy@simmonsfirm.com
mangelides@simmonsfirm.com

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan,
O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996
(850) 435-7193
pmougey@levinlaw.com

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432
(561) 750-3000
pgeller@rgrdlaw.com

For Participating Tribes:

Steve Skikos
Mark Crawford
One Sansome Street, Suite 2830
San Francisco, CA 94104
(415) 546-7300
sskikos@skikos.com
mcrawford@skikos.com

For Sandoz:

Gordon Hwang
Sandoz Inc.
100 College Rd. W
Princeton, NJ 08540
gordon.hwang@sandoz.com

Gregory E. Ostfeld
Sara K. Thompson
Greenberg Traurig LLP
77 West Wacker Dr., Suite 3100
Chicago, IL 60601
(312) 476-5056
ostfeldg@gtlaw.com
sara.thompson@gtlaw.com

Any Party or Participating Subdivision Designees or Participating Tribe Designees may change or add to the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- K. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- L. *Preservation of Privilege.* Nothing contained in this Agreement, and no act required to be performed pursuant to this Agreement, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- M. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Sandoz and its respective successors and assigns. Sandoz shall not sell the majority

of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Sandoz's obligations under this Agreement.

- N. *Modification, Amendment, Alteration.* After the Effective Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Sandoz along with the signatures of Participating Subdivision Designees and Participating Tribe Designees.
- O. *Governing Law.* Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of Settlement Referee David R. Cohen, to promote uniformity of interpretation for matters, this Agreement shall be governed by and interpreted in accordance with the respective laws of the State of Ohio without regard to the conflict of law rules of such State. Notwithstanding any other provision in this subsection on governing law, the United States District Court for the Northern District of Ohio shall retain jurisdiction to enforce this Agreement.
- P. *Severability.* In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

Date: August 31, 2023

For Participating Subdivisions:

Jayne Conroy
Simmons Hanly Conroy

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan,
O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432

For Participating Tribes:

Steve Skikos
Skikos, Crawford, Skikos & Joseph LLP
One Sansome Street, Suite 2830
San Francisco, CA 94104

Date: August 31, 2023

For Sandoz:

Karen McDonnell
VP & General Counsel, NA, Sandoz
Sandoz Corporate Representative

Gregory E. Ostfeld
Greenberg Traurig LLP

Date: August 31, 2023

EXHIBIT A

Litigating Subdivisions and Litigating Tribes

Litigating Subdivision or Litigating Tribe	Law Firm	Case No.

EXHIBIT B

ELIGIBLE ENTITIES' ALLOCATION DISTRIBUTION PERCENTAGES

[Reserved - to be added post-Effective Date pursuant to Section IV.B.1]

EXHIBIT C

Subdivision Participation Form

<u>Eligible Subdivision Name:</u>
<u>Case No.:</u>
<u>Authorized Signatory Name:</u>
<u>Authorized Signatory Title:</u>
<u>Address 1:</u>
<u>Address 2:</u>
<u>City, State, Zip:</u>
<u>Phone:</u>
<u>Email:</u>

The Eligible Subdivision identified above ("Subdivision"), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to _____ in accordance with the time

limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.
13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:

Name:

Title:

Date:

EXHIBIT D

Tribe Participation Form

<u>Eligible Tribe Name:</u>
<u>Case No.:</u>
<u>Authorized Signatory Name:</u>
<u>Authorized Signatory Title:</u>
<u>Address 1:</u>
<u>Address 2:</u>
<u>City, State, Zip:</u>
<u>Phone:</u>
<u>Email:</u>

The Eligible Tribe identified above ("Tribe"), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Tribe Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Tribe elects to participate in the Sandoz Settlement and become a Participating Tribe as provided therein.
2. The Tribe agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Tribes as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Tribe agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Tribes pursuant to the terms of the Sandoz Settlement.
6. The Tribe agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Tribe has the right to enforce the Sandoz Settlement as provided therein.
8. The Tribe, as a Participating Tribe, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Tribe hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Tribe expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Tribe's decision to enter into the Sandoz Settlement or the Participating Tribe's decision to participate in the Sandoz Settlement.

11. The Participating Tribe, or its attorneys, shall provide a properly executed Participation Form to the Participating Tribe Designees and to Sandoz by electronic mail to _____ in accordance with the time limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Tribe shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Tribe hereby authorizes the Participating Tribe Designees to execute and file on behalf of the Tribe a Stipulation of Dismissal With Prejudice.
13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Tribe.

Signature:

Name:

Title:

Date:

EXHIBIT E

Illustrative List of Released Entities

Sandoz Inc.
Novartis Pharmaceuticals Corporation
Novartis AG
Sandoz International GmbH
Novartis Manufacturing LLC
Novartis Institutes for Biomedical Research, Inc.
Novartis Corporation
Novartis Consumer Health

EXHIBIT C

Subdivision Participation Form

<u>Eligible Subdivision Name:</u>
<u>Case No.:</u>
<u>Authorized Signatory Name:</u>
<u>Authorized Signatory Title:</u>
<u>Address 1:</u>
<u>Address 2:</u>
<u>City, State, Zip:</u>
<u>Phone:</u>
<u>Email:</u>

The Eligible Subdivision identified above ("Subdivision"), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to ParticipationandDismissals@NationalOpioidOfficialSettlement.com in accordance with the time limitations and terms of the Sandoz Settlement.
12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that

it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.

13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:

Name:

Title:

Date:

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State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Purdue

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On June 17, 2025 the Governmental Entity Settlement Agreement was filed in In re: Purdue Pharma, L.P. et al., Case No. 19-23649-shl in the United States Bankruptcy Court for the Southern District of New York, Doc. 7592, (the “Purdue Opioid Settlement” or “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During May 2025, the State opted into the Opioid Settlement. The LGs have until September 30, 2025 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2025 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU.

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Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Purdue Opioid Settlement as defined in this 2025 MOU which are allocated to Georgia and its Participating Local Governments under the Purdue Opioid Settlement.
- d. “Opioid Settlement” or “Purdue Opioid Settlement” means the Governmental Entity Settlement Agreement dated June 17, 2025 filed in In re: Purdue Pharma, L.P. et al., Case No. 19-23649-shl in the United States Bankruptcy Court for the Southern District of New York, Doc. 7592.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.

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- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall

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be allocated to the school district to be used for Approved Purposes.

- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2025 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2025 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating

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Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid

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by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any

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information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.

- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

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- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2025 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

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VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

* * * * *

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ATTACHED EXHIBITS:

EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
 BOUND TO MEMORANDUM OF UNDERSTANDING

Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- _____ [NAME OF ENTITY] has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Purdue Pharma, L.P. and other related entities as defined in the Purdue Opioid Settlement.**
- The undersigned is a duly-appointed representative of _____ [NAME OF ENTITY], and has the authority to execute this document and bind _____ [NAME OF ENTITY] to the Memorandum.
- _____ [NAME OF ENTITY] is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf of _____ [NAME OF ENTITY], understands and acknowledges the terms of the Memorandum, and _____ [NAME OF ENTITY] agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name: _____

Title: _____

Date: _____

Entity: _____

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____