

CONSENT AGENDA ITEM SUMMARY
DECEMBER 13, 2021

ITEM NUMBER: 6A

ITEM SUMMARY:

Request for approval of accepting the Governor's Office *Georgia Public Safety Officials and First Responders Supplement Grant* (the Grant) in the amount of \$101,191.00 and the related expenditure to eligible certified public safety officers in the amount of \$94,000 (\$1,000 each) and the City's share of FICA & Medicare of \$7,191.

SPECIAL CONSIDERATIONS OR CONCERNS:

The expenditure to the eligible employees is in the form of a payroll check subject to FICA and Medicare withholdings. The Grant reimburses the City for its share of the FICA and Medicare.

STAFF RECOMMENDATION:

Approve the Grant and the corresponding expenditures.

FINANCIAL IMPACT: (Funding Source)

There is no net cost to the City. The Grant proceeds will pay for 100% of the one-time supplement.

ATTACHMENTS:

Georgia Public Safety Officials and First Responders Supplement Grant Summary
List of Eligible Certified Public Safety Officers and Grant Amounts

Submitted by:

Mike Clark, Finance Director

Georgia Public Safety Officials and First Responders Supplement Grant

Georgia Public Safety Officials and First Responders Supplement Grant establishes a grant program to provide a \$1,000 one-time pay supplement for full-time public safety officers and first responders, including law enforcement officers, EMS personnel, and firefighters. Public safety entities will apply on behalf of qualifying employees between October 1 and December 31.

Overview

Governor Kemp has announced a Public Safety Officials and First Responders Supplement Grant (<https://gov.georgia.gov/press-releases/2021-09-27/gov-kemp-announces-bonus-georgia-public-safety-officials-and-first>) using funding from the American Rescue Plan Act. This program was established in recognition of the sacrifice and dedication public safety officers and first responders have shown in serving Georgians and their communities during the COVID-19 pandemic. The grant will provide a \$1,000 pay supplement for all eligible sworn law enforcement officials and first responders and a \$300 supplement for all active volunteer firefighters in Georgia serving during August of 2021. Eligible organizations and eligible employees include:

Eligible organizations: State government agencies and authorities, municipal and county governments, volunteer fire departments, and emergency medical services agencies licensed by the Department of Public Health.

Eligible employees: A certified employee of one of the above organizations who actively served full-time as a public safety officer or first responder during the month of August, 2021 in a position which requires active certification as a law enforcement officer, corrections officer, juvenile corrections officer, jail officer, probation officer, parole officer, communications officer, firefighter, or emergency medical services worker by the Georgia Peace Officer Standards and Training Council (POST), Georgia Firefighter Standards and Training Council (GFSTC), or Department of Public Health (DPH).

October 1-December 31, 2021

\$ 3,229.50

City of McDonough	PG 44	Clark, Jacques	✓	Basic Law Enforcement	PBLE20130206957	1076.5
City of McDonough	PG 45	Dennis, Allan	✓	Basic Law Enforcement	PBLE20140213779	1076.5
City of McDonough	PG 57	Walker, Aubrey	✓	Basic Law Enforcement	PBLE20210244934	1076.5

State Fiscal Recovery Fund
Public Safety Officials and First Responder Supplement Grant
October 1-December 31, 2021

Contact Name: Mike Clark
Contact Title: Finance Director
Contact Email: mclark@mcdonoughga.org
Contact Phone: 678-782-6208
Total Payment Request \$ 96,885.00

Primary Employer <i>PAYROLL - PAGE NUMBER</i>	Employee Name (Last Name, First Name)	Certification Title	Certification Number	Amount Requested (Supplement plus FICA)
City of McDonough 40	Barnett, William D ✓	Basic Law Enforcement	PBLE990856S	1076.5
City of McDonough 40	Blackburn, John W ✓	Basic Law Enforcement	PBLE101924S	1076.5
City of McDonough 41	Blythe, Michael D ✓	Basic Law Enforcement	PBLE990178S	1076.5
City of McDonough 41	Burnham, Timothy J ✓	Basic Law Enforcement	PBLE110581S	1076.5
City of McDonough 42	Byers, Amber D ✓	Basic Law Enforcement	PBLE20210247419	1076.5
City of McDonough 42	Byers, Herman L Jr ✓	Basic Law Enforcement	PBLE912435S	1076.5
City of McDonough 42	Callahan, Cal S ✓	Basic Law Enforcement	PBLE950172S	1076.5
City of McDonough 43	Camp, Tyler S ✓	Basic Law Enforcement	PBLE20190227391	1076.5
City of McDonough 43	Cannon, Jacob R ✓	Basic Law Enforcement	PBLE20170210449	1076.5
City of McDonough 35	Cooper, Joseph G ✓	Basic Law Enforcement	PBLE082146S	1076.5
City of McDonough 44	Corbin, Eli C ✓	Basic Law Enforcement	PBLE20180224707	1076.5
City of McDonough 45	Daino, James A ✓	Basic Law Enforcement	PBLE990454S	1076.5
City of McDonough 44	Dalman, Paul ✓	Basic Law Enforcement	PBLE031321S	1076.5
City of McDonough 45	Elkins, John D ✓	Basic Law Enforcement	PBLE910219S	1076.5
City of McDonough 45	Fried, Aaron D ✓	Basic Law Enforcement	PBLE001806S	1076.5
City of McDonough 46	Hall, Jonathan W ✓	Basic Law Enforcement	PBLE081423S	1076.5
City of McDonough 46	Hawkins, Roy A ✓	Basic Law Enforcement	PBLE000504S	1076.5
City of McDonough 35	Helgeson, Kyle J ✓	Basic Law Enforcement	PBLE031076S	1076.5
City of McDonough 47	Hicks, Jermaine D ✓	Basic Law Enforcement	PBLE040086S	1076.5
City of McDonough 47	Hildreth, Michael S ✓	Basic Law Enforcement	PBLE20210248264	1076.5
City of McDonough 48	Hobdy, Grady Jr ✓	Basic Law Enforcement	PBLE20190205553	1076.5
City of McDonough 48	Hogland, Michael S ✓	Basic Law Enforcement	PBLE991047S	1076.5
City of McDonough 48	Honcharik, Paul W ✓	Basic Law Enforcement	PBLE040193S	1076.5
City of McDonough 49	Hunnicut, Thomas J ✓	Basic Law Enforcement	PBLE011378S	1076.5
City of McDonough 49	Ivey, Ryan T ✓	Basic Law Enforcement	PBLE20130209110	1076.5
City of McDonough 49	Jewell, Ricky L ✓	Basic Law Enforcement	PBLE041599S	1076.5
City of McDonough 50	Kaufman, Jacob M ✓	Basic Law Enforcement	PBLE110587S	1076.5
City of McDonough 29	Kemp, Antonio ✓	Basic Law Enforcement	PBLE041594S	1076.5
City of McDonough 50	Lam, David G ✓	Basic Law Enforcement	PBLE051460S	1076.5
City of McDonough 51	May, Richard ✓	Basic Law Enforcement	PBLE061547S	1076.5
City of McDonough 51	McCaslin, Julia ✓	Basic Law Enforcement	PBLE061394S	1076.5
City of McDonough 34	Miller, Teannndras M ✓	Jailer	PBJA20160222286	1076.5
City of McDonough 52	Brown, Nazaire ✓	Basic Law Enforcement	PBLE20210247411	1076.5
City of McDonough 52	Nichols, Randall S ✓	Basic Law Enforcement	PBLE20170212737	1076.5
City of McDonough 32	Noble, Kenneth B ✓	Basic Law Enforcement	PBLE991430S	1076.5
City of McDonough 53	Ogletree, Ja'none N ✓	Basic Law Enforcement	PBLE20180144030	1076.5
City of McDonough 53	Oliver, William R ✓	Basic Law Enforcement	PBLE011294S	1076.5
City of McDonough 54	Owens, Leana ✓	Basic Law Enforcement	PBLE20130207582	1076.5
City of McDonough 54	Parrott, Charles D Sr ✓	Basic Law Enforcement	PBLE20210157515	1076.5
City of McDonough 54	Paull, Charles B ✓	Basic Law Enforcement	PBLE20150217996	1076.5
City of McDonough 55	Pope, Demarcus A ✓	Basic Law Enforcement	PBLE20210243540	1076.5
City of McDonough 36	Poss, William W ✓	Basic Law Enforcement	PBLE080654S	1076.5
City of McDonough 37	Rodriguez, Enrique G ✓	Basic Law Enforcement	PBLE20120200510	1076.5
City of McDonough 55	Sears, James H III ✓	Basic Law Enforcement	PBLE20180236537	1076.5
City of McDonough 54	Sims, Anthony ✓	Basic Law Enforcement	PBLE20200237679	1076.5
City of McDonough 37	Smallwood, Larry P Jr ✓	Basic Law Enforcement	PBLE101187S	1076.5
City of McDonough 56	Smith, Patrick L ✓	Basic Law Enforcement	PBLE20210247413	1076.5
City of McDonough 54	Stephens, Coleman B ✓	Basic Law Enforcement	PBLE20190239663	1076.5

PAGE NUMBER

[illegible]

Contact Name:
 Contact Title:
 Contact Email:
 Contact Phone:
 Total Payment Request:

Mike Clark
Finance Director
mclark@mccloughga.org
678-782-5208
\$ 1,076.50

[illegible]

AGENDA ITEM SUMMARY
December 13, 2021

ITEM NUMBER: 6B

ITEM SUMMARY:

Ratify an emergency repair replacing Galvanized Chain Link Fence at 8 Dogwood Lane around the Northside of the Sludge Lagoon due to falling trees and damage to existing fence.

SPECIAL CONSIDERATIONS OR CONCERNS:

Replacing the damaged fence will prevent trespassing at the Sludge Lagoon.

STAFF RECOMMENDATION:

Staff recommends approving this request.

FINANCIAL IMPACT:

Total Cost \$ 11,575.00
Funded by: Water Treatment Plant Budget

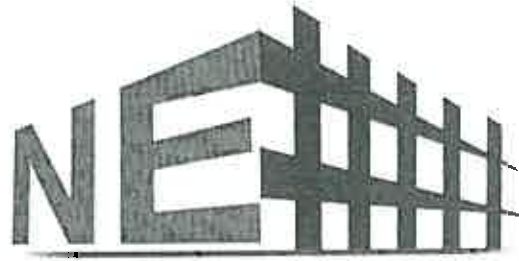
ATTACHMENTS:

Quote from:
Natural Enclosures Fence Company : \$ 11,575.00
C & C Fence Company : \$ 13,874.00

Submitted and Approved by:

Ronnie Thompson, Public Works Director

9:30



NATURAL ENCLOSURES FENCE COMPANY

101 Jonesboro Road, McDonough, GA 30253 Phone: 770-506-3222 Fax: 770-506-3228

Surround your grounds with custom fences and outdoor designs

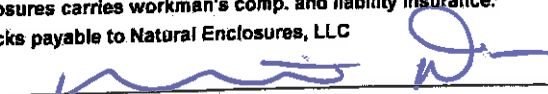
DATE: 11/17/21

Bill To: City of McDonough

(Water Plant)
8 Dogwood Ln
McDonough Ga 30253

SALESPERSON	JOB LOCATION	TYPE	TERMS
Jason Snow			As Agreed
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
350'	6+1' Galvanized Chain Link, 9 Gauge 2" Line Post 1 5/8" Top Rail 2 1/2" Terminal Post Bottom Tension Wire	\$26.50	\$9,275.00
1	18'ft Wide Double Gate with 4" Gate Post	\$2,300.00	
Price includes material and labor			
TOTAL			\$11,575.00

Natural Enclosures carries workman's comp. and liability insurance.
Make all checks payable to Natural Enclosures, LLC


 Sign Here APPROVED
Preston Dawsey
 Print Name

do hereby agree to all the terms and Conditions set forth by Natural Enclosures, LLC on this _____ day of _____, 2021.
Work will not be scheduled until this sheet is signed, dated and faxed to Natural Enclosures, LLC
Thank you for your business



2680 Highway 42 North McDonough, GA 30253 | Phone: 770-603-9745 | Fax: 770-603-9675



Proposal

The contractor will be responsible for payment of ANY and ALL additional costs incurred by C&C Fence Company due to contractor and/or site specific requirements, including, but not limited to, safety training, drug screening, security regulations, restrictive work day hours, down time due to site conditions and/or wasted trips to the job site. The amount of the additional charges will be determined by C&C Fence Company.

Proposal Submitted To:

MCDONOUGH

Address:

136 KEYS FERRY ST,
MCDONOUGH, Georgia 30253

Payment Terms: Net 30

Prepared by: SS

Date: 11/11/2021

Job Name/Number: DOGWOOD LANE/26743

Job Location: 8 DOGWOOD LANE, MCDONOUGH, Georgia 30253

Contact Name:

Phone:

Work Order Stage**Proposal Notes:**

CHAIN LINK FENCE@ SLUDGE LAGOONS

FURNISH AND INSTALL 350 LF OF NEW 6' HIGH 9 GAUGE CHAIN LINK FENCE WITH ONE- 18' WIDE DOUBLE GATE AND BOTTOM TENSION WIRE AND THREE STRANDS OF BARBED WIRE

\$13874.00

Please Read Terms & Conditions Carefully

Terms & Conditions

Acceptance of Proposal:

This proposal may be withdrawn if not accepted within 10 days

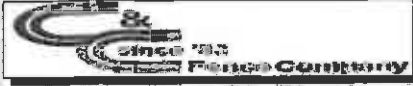
The above prices, specifications and conditions are satisfactory, and are hereby accepted. I am a legal representative of the above project/property by ownership, contract or attorney-in-fact, and thereby authorize the work to be performed as specified. Payment will be issued as outlined above.

Signature of MCDONOUGH

Date

Signature of C&C Representative

Date



2680 Highway 42 North McDonough, GA 30253 | Phone: 770-603-9745 | Fax: 770-603-9675



Proposal

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Additional charges may occur if any alteration or deviation, including unusual ground conditions involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Unusual ground conditions may be rock formations, hidden foundations, tree roots, and other similar obstacles. If such obstacles stop completion of job only labor and materials used will be charged. All agreements are contingent upon strikes, accidents or delays beyond our control. Purchaser is solely responsible for the location of the fence in this proposal and will defend C&C Fence Co., Inc. and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. Purchaser will notify C&C Fence Co., Inc. of any underground obstructions and is responsible for property plat sheet. Purchaser is responsible for all damages to unknown underground items such as cable TV, septic systems, sprinklers, propane gas lines, low voltage lines, etc. Purchaser is responsible for any special work described in proposal. The parties agree that, in the event the purchaser does not pay all sums as listed on this contract to C&C Fence Co., Inc., it may bring suit against the purchaser and the purchaser agrees to pay all costs of collection, including a reasonable attorney's fee. The purchaser does hereby agree to grant a security interest to C&C Fence Co., Inc. and does further agree that if full payment as agreed is not paid, a lien shall be placed against the contractual property for all sums due including costs of collection and a reasonable attorney's fee as determined by a court of competent jurisdiction. Price does not include any labor or materials for ground sleeves needed for geo-grid matting.

We propose hereby to furnish materials and labor, in accordance with the above specifications, for the sum of : **13874.00**

The items listed above are the only items that will be installed on this project without written change orders. All contracts must include this proposal or have a stated schedule of values.

Acceptance of Proposal:

This proposal may be withdrawn if not accepted within 10 days

The above prices, specifications and conditions are satisfactory, and are hereby accepted. I am a legal representative of the above project/property by ownership, contract or attorney-in-fact, and thereby authorize the work to be performed as specified. Payment will be issued as outlined above.

Signature of MCDONOUGH

Date

Signature of C&C Representative

Date

AGENDA ITEM SUMMARY

Date: 12/13/2021

6:00p.m.

ITEM NUMBER:

6C

ITEM SUMMARY:

Consider for approve a contract renewal between the City of McDonough Police Department and Thompson Reuters. The contract will be for an investigative program, "Clear Pro Government Law Enforcement Investigative Plus". This is a 1 year renewal contract.

SPECIAL CONSIDERATIONS OR CONCERNS:

A contract renewal for a program currently used by the Criminal Investigations Department for investigative purposes.

STAFF RECOMMENDATION:

Recommend approval.

FINANCIAL IMPACT: (Funding Source)

The cost of the program will come from the general fund (the I.T. department will handle the payment as this is a software program). The renewal will be paid in a one-time payment for the year. The total cost each month is \$227.25, to be paid upfront for one year, at a grand total of \$2,727.00.

There will be no extra cost for this program, only the annual fee as noted above.

ATTACHMENTS:

Contract renewal and cost sheet.

Submitted by:

Chief Ken Noble



THOMSON REUTERS

Order Form

Order ID: Q-01888222

Contact your representative ken.trudeau@thomsonreuters.com with any questions.
Thank you.

Subscriber Information

Sold To Account Address

Account #: 1003131142
MCDONOUGH POLICE DEPT
CLEAR
50 LAWRENCEVILLE ST
MCDONOUGH GA 30253-2351 US

"Customer"

Shipping Address

Account #: 1003131142
MCDONOUGH POLICE DEPT
CLEAR
50 LAWRENCEVILLE ST
MCDONOUGH GA 30253-2351 US

Billing Address

Account #: 1003131142
MCDONOUGH POLICE DEPT
CLEAR
50 LAWRENCEVILLE ST
MCDONOUGH, GA 30253-2351 US

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at <https://www.thomsonreuters.com/assignmentinfo>.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

- A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
- B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at <https://www.thomsonreuters.com/assignmentinfo>.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$227.25	12

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 90 days before each 12 month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage: If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage: If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only -- No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-01888222

ACKNOWLEDGEMENT Q-01888222

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 1/8/2022 CT.



THOMSON REUTERS

Attachment**Order ID:Q-01888222**Contact your representative ken.trudeau@thomsonreuters.com with any questions. Thank you.**Order ID: Q-01888222****Payment, Shipping and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1003131142

Order Confirmation Contact (#28)

Contact Name:Helgerson, Kyle

Email:khelgerson@mcdonoughga.org

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003131142	MCDONOUGH POLICE DEPT	50 LAWRENCEVILLE ST MCDONOUGH GA 30253-2351 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
5	Seats	42091861	CLEAR PRO Gov Law Enforcement Investigator Plus
25	Alerts	41343547	CLEAR Alerting Pro Addon

Account Contacts

Contact Name	Email Address	Customer Type Description
Kyle Helgerson	khelgerson@mcdonoughga.org	CLEAR PRIMARY CONT
Kyle Helgerson	khelgerson@mcdonoughga.org	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
111.111.111.111	222.222.222.222				

Active Subscription to be Lapsed

Sub Material	Quantity	
41308780	1	CLEAR Proflex
42091861	5	CLEAR PRO Gov Law Enforcement Investigator Plus

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41308780	CLEAR Proflex	\$227.25	N/A%	\$N/A	N/A	\$N/A	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

AGENDA ITEM SUMMARY

Date: 12/13/2021

6:00p.m.

ITEM NUMBER: 6D

ITEM SUMMARY:

Consideration for approval of (4) Flock camera systems and (1) agreement to be e-signed by the Mayor. The Flock System is an innovative tool that will assist Law Enforcement in solving crimes. It can be used to enter a known license plate number in and track routes that specific vehicle is traveling or establish a search radius. It can also be used by entering generic information such as vehicle type or color to assist in identification purposes when only having a known vehicle type or color.

SPECIAL CONSIDERATIONS OR CONCERNS:

To assist The McDonough Police Department on investigations as needed.

STAFF RECOMMENDATION:

Recommend approval.

FINANCIAL IMPACT: (Funding Source)

The following will be purchased from the general fund:

(4) Cameras license at \$2,500 each, plus a one-time installation fee at \$250 each = \$11,000. (The license will be paid annually at \$ 10,000 for the for cameras)

(1) Agreement for the use of cameras with the above annual listed fee.

ATTACHMENTS:

(1) Agreement for the use of Flock cameras and (1) quote for cameras and installation fee.

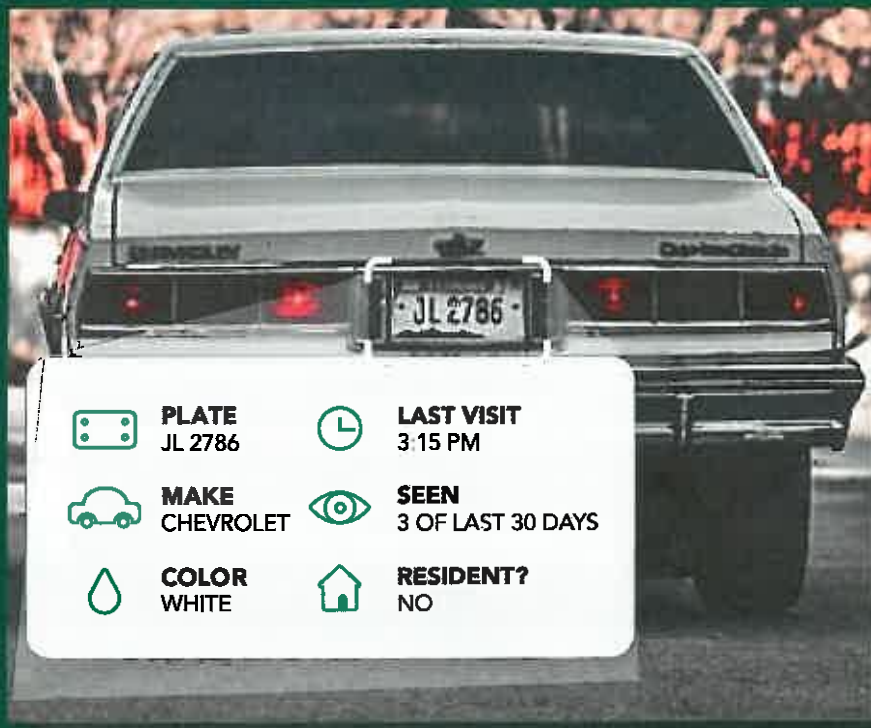
Submitted by:

Chief Ken Noble

flock safety

flocksafety.com
866.831.5326

Your partner in eliminating crime



Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a public safety operating system that empowers private communities and law enforcement to work together to eliminate crime. We build devices that detect and capture objective evidence, machine learning that uncovers investigative leads, and real-time alerts that prepare officers to be effective in the field.

What makes Flock Safety's technology different



PUBLIC & PRIVATE PARTNERSHIPS

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



VEHICLE FINGERPRINT™ TECHNOLOGY

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.



INFRASTRUCTURE FREE

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.



SIMPLE & AFFORDABLE

Our cameras cost \$2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,

flock safety



600+

Police
departments

1000+

US cities

120

Stolen vehicle
reads/hr



Flock Safety's technology includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

30% ▲

Our solution **captures 30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.

34% ▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

60% ▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest



Company Overview

Flock Safety's mission is to eliminate crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety devices deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock

Safety camera systems live in over 1000 cities in 38 states and over 600 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

Customer Results

Flock Safety unites law enforcement and the communities they serve in the pursuit of a safer, more equitable society, with the use of force-multiplying technology. Our devices, which are owned by both public and private customers, see like a detective. They capture objective evidence, decode investigative leads using machine learning technology, and deliver real-time, actionable alerts to officers so they can clear cases more efficiently. Over 1000 U.S. cities enlist the help of Flock Safety's public safety operating system to reduce crime by up to 70%. These are some of their stories.



JERSEY VILLAGE, TEXAS

A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

MARIETTA, GEORGIA

34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created





COBB COUNTY, GEORGIA

Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

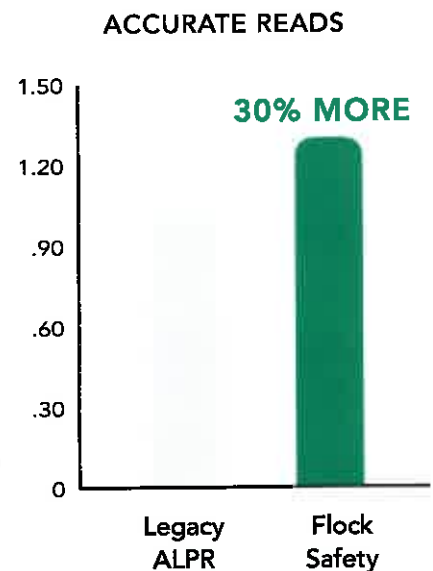
- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at stuart.vanhoozer@

LOS ANGELES, CALIFORNIA

Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).





Product

Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review. The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).



Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts

Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
 - Date and time
 - Vehicle Characteristics
 - Plate (partial/full)
 - Plate Type (in state, out of state, temporary tag)
 - Build & Color
 - Resident status
 - Location/Date/Time



Insights

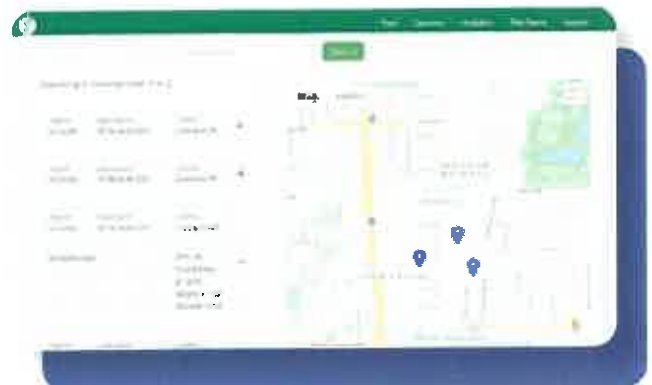
Give city council an ROI report

- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

Lookup

Search plates across your jurisdiction

- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network





Shared Footage Search Network for Law Enforcement

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 1B + monthly reads
- Attached to "Lookup" experience

Performance

DAY TIME FOOTAGE



NIGHT TIME FOOTAGE



TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC



CAMERA SPECIFICATIONS

Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)

Data

16GB local storage, ~2 weeks

Image

5MP Image Sensor

Motion

Passive Infrared Motion Detection

Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

Production

Designed & manufactured in the U.S.

Night Vision

850nm Custom IR Array

Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

CAMERA PERFORMANCE

Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

Processing Power

1.4GHz

64-bit quad-core CPU

Image Capture

20-90 ft from vehicles

Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)





Training, Ongoing Support & Timeline

New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the **support@flocksafety.com** inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

SAFETY-AS-A-SERVICE

- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera

INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

City intersection
Solar & existing pole



Entrance to Hotel
Solar & Flock 14 foot pole



City Foot Traffic Street
Electric & existing pole



wing

The Wing™
integration

**Transform your cameras
into cameras that
see like a detective.**



The Flock Safety Wing integration is for law enforcement agencies who want to transform existing cameras into cameras that see like a detective. Unlike buying new hardware, you can upgrade your existing cameras with the power of Flock Safety's Vehicle Fingerprint™ technology.

Detectives are key to solving crime

They see things differently, pick up on clues, and identify leads. They might notice that a suspect vehicle had a roof rack, tinted windows, a trailer hitch, bumper stickers, step boards, aftermarket wheels, etc. Those details can unlock an investigation and solve crime.

Cities already have 100s or 1000s of cameras

For years, cameras have promised a safer future. But who has the resources to scroll through hours and hours of footage? Even if you do have time, how can you be sure that you'll catch all the unique features of a suspect vehicle? When every second matters, you need to find the single frame that gives an investigator a lead.



Learn how your agency can take advantage of the Wing integration.

flocksafety.com/police

flock safety

Solve more crime by putting Flock Safety software on your IP cameras.



Black Chevy truck

Day Footage



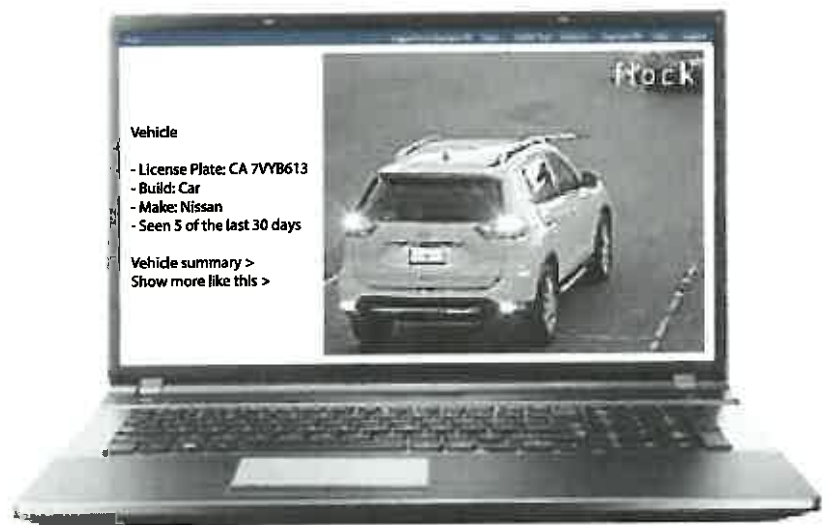
Nissan car
Lic: 7VYB613

Night Footage

Filter hours of footage to find actionable evidence

Leverage Flock Safety's patented
Vehicle Fingerprint technology on your
3rd party camera and use machine
vision to find your suspect vehicle.
Think:

- Vehicle make, type, color
- License plate (full, partial, missing)
- Temporary tags and state of plate



**Let's get started today. Transform your cameras
into cameras that see like a detective.**

flock safety

flocksafety.com/police

Is the Wing integration right for my cameras?

The Wing integration is compatible with all Axis ® cameras and a variety of other IP cameras. If your cameras meet the requirements listed here, the Wing integration is right for you.

Axis ® Camera Requirements

- ✓ Camera can talk outbound to the cloud (over 80/443)
- ✓ Camera contains an SD card (>1GB)
- ✓ Camera produces clear footage

Other IP Camera Requirements

- ✓ Real-Time Streaming Protocol (RTSP) is secure and publicly available
- ✓ Camera has stable bandwidth, either wired wireless, excluding 4G

**Still not sure? Speak with a Wing
integration specialist to learn more.**

Pricing

\$79/camera per month
+
base implementation fee*

*≤15 licenses = \$1500 +
\$75 implementation fee per
each additional license

📞 Call Us
866-522-8863

✉ Email Us
police@flocksafety.com

💻 Learn More
flocksafety.com/police



Subscription Details	Price	QTY	Subtotal
2 Year Warranty			
Annual Subscription Price per year	\$2,500.00	4	\$10,000.00
Automatic License Plate Reader (ALPR) Solar or DC Power 2 Year Maintenance Warranty	\$0.00	4	\$0.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	\$0.00	4	\$0.00
Implementation Camera Setup Shipping & Handling	\$250.00	4	\$1,000.00
Other Cellular Mounting Equipment	\$0.00	4	\$0.00
Total			\$11,000.00

Special terms:

- None

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: GA - McDonough PD	Contact Name: Lindsey Bruce
Legal Entity Name:	
Address: 50 Lawrenceville St. McDonough, Georgia 30253	Phone: 678-782-6304 E-Mail: lbruce@mcdonoughga.org
Expected Payment Method:	Billing Contact: (if different than above)
Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	4.00	\$10,000.00
Implementation Fee	\$250.00	4.00	\$1,000.00

(Includes one-time fees)

Year 1 Total \$11,000.00

Recurring Total: \$10,000.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: GA - McDonough PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware**” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware**” excludes the Embedded Software.

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.12 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.13 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.15 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and

using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. **WARRANTIES PROVIDED BY SAID THIRD PARTY SERVICE PROVIDERS ARE THE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE.** Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment

plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“*Reinstalls*”) requested by the Agency will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have final discretion on installation and Reinstalls.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “*Agency Installation Obligations*” include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, etc., if necessary), such costs to be approved by the Agency. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock’s access to Footage after the initial installation which would waive Flock’s responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor

may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right. In the event of natural expiration of this Agreement, Flock shall remove Flock Hardware at no additional cost to Agency.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible. Agency shall not be entitled to reimbursement, tolling, or credit for any lapse in Services associated with the Unit malfunction due to installation on mobile locations (i.e. trailers). Agency waives any warranties hereunder for any self-installed Hardware, and Flock shall not be liable for failure to respond to any maintenance requests for self-installed Hardware. Agency shall be subject to Reinstall Fees for re-positioning Units on mobile locations, or subsequent installation on Flock or other stationary poles.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

Agency's consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its Agency s, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency 's installation obligations, or otherwise from Agency 's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. This provision is subject to any obligations under FOIA and state-specific Public Records Acts. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred

to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units (“**Agency Data**”). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible

for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the

“Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Initial Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Initial Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a

“Renewal Term”, and together with the Initial Term, the ***“Service Term”***) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Falcon Camera (Flock Hardware). Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party’s making an assignment for the benefit of creditors, or (iii) upon the other party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (***“No-Fee Term”***). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a ***“Defect”***), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its

contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Flock Hardware, Agency Hardware or Embedded Software in any manner, including operation of the Flock Hardware, Agency Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock or the Agency Hardware manufacturer; (b) damage, alteration, or modification of the Agency Hardware, Flock Hardware or Embedded Software in any way which would cause Agency Hardware, Flock Hardware or Embedded Software to malfunction; or (c) combination of the Agency Hardware or Embedded Software with software, Agency Hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE

EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

flock safety

Let's defeat crime together.™



CUSTOMER IMPLEMENTATION GUIDE

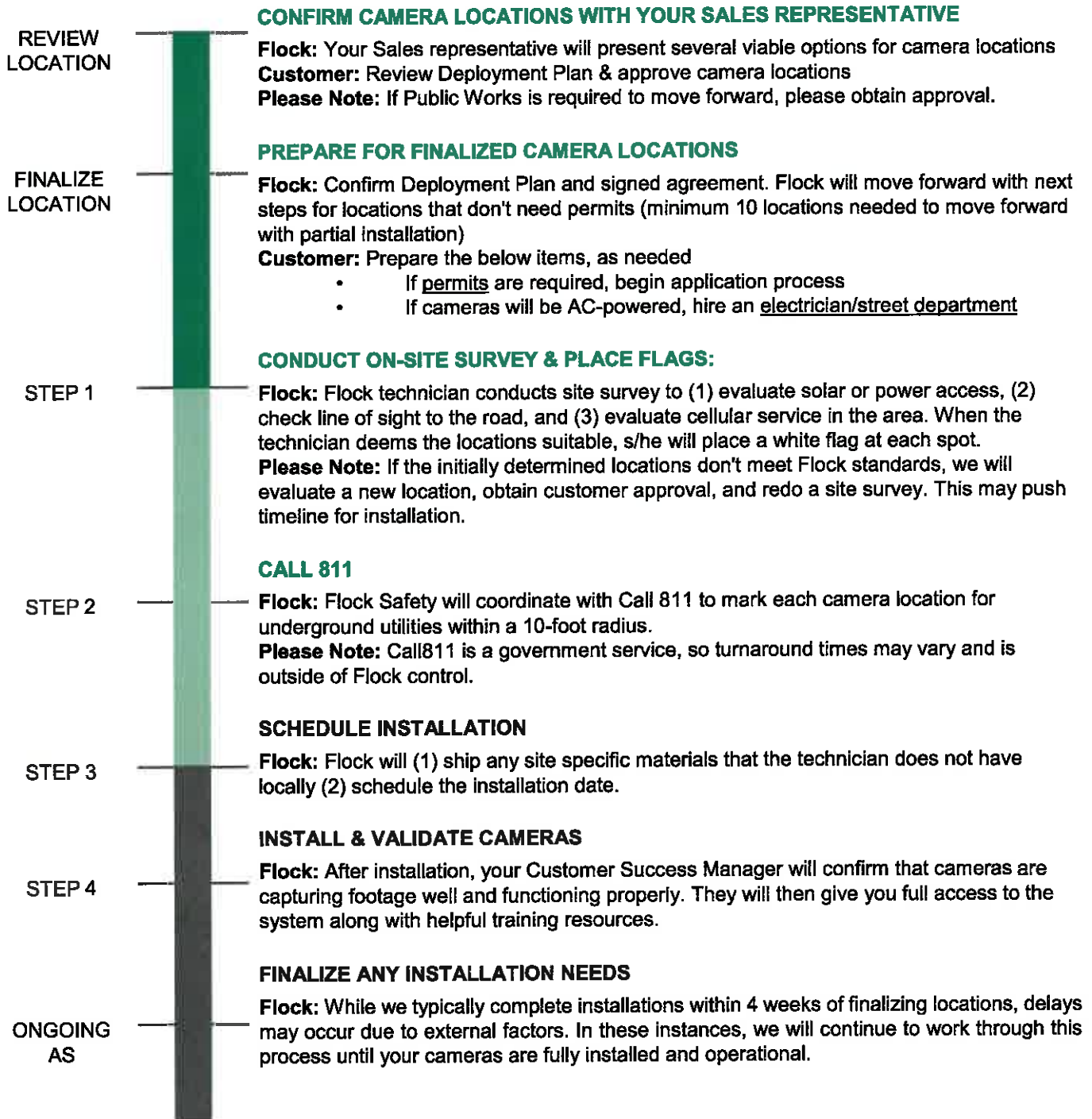
LAW ENFORCEMENT

TABLE OF CONTENTS

- 3. Implementation Timeline**
- 4. Implementation Team**
- 6. Things to Consider when Picking Locations**
- 7. Customer Responsibilities: AC-Powered Cams**
- 8. Electrician Handout**
 - Electrician Installation Steps
 - FAQs about AC-Powered Flock Cameras
- 11. Installation Service Brief**
- 12. Permitting: Pre-Install Questionnaire**
 - Timeline
 - Right of Way
 - AC Power vs. Solar
 - Traffic Control & Installation Methods
 - Paperwork & Required Forms
 - Contacts
- 14. *Fee Schedule**
- 15. Help Center**
- 16. Customer Support**

IMPLEMENTATION TIMELINE

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



IMPLEMENTATION TEAM

FLOCK TEAM	HOW WILL THEY SUPPORT YOU
 Customer Success Manager	Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer. They will be your guide through the installation process. After install, they will help you understand how best to leverage the Flock Safety tool to solve crime. You should reach out to them when you want to discuss: • Training • Benefits of features • Best practices for getting relevant data • Opportunities to expand the security network in your area • Feedback on your partnership with Flock
 Flock Safety Support	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick "How to" questions in your Flock Account
 Product Implementation Specialist	Your Product Implementation Specialist is your technical product expert. They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work with you to: • Review the cameras in your deployment • Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product • If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).

IMPLEMENTATION TEAM



Field Operations Team

The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of your product.

They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that your cameras are installed quickly and safely, and in a way that maximizes the opportunity to solve crime at a specific location.

***Note*:** For all installation questions or concerns, please always direct them to your **Customer Success Manager** and not to the technician.

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

OUTSIDE PARTY	WHEN THEY MAY BE INVOLVED
Electrician/Street Department	If your Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on use of public Right of Ways or property
Department of Transportation (DOT), City, or County Agencies	If installation in your area requires permitting

THINGS TO CONSIDER WHEN PICKING LOCATIONS

Falcon Cameras

- **Use Cases**
 - Flock LPRs are designed to capture images of rear license plates, aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections
- **Placement**
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection, to prevent stop and go motion activation, or “stop and go” traffic.
- **Mounting**
 - They can be mounted on existing utility, light, or traffic signal poles, or 12 foot Flock poles. ****NOTE**** Permitting (or permission from pole owner) may be required in order to use existing infrastructure or install in specific areas, depending on local regulations & policies.
 - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent sufficient solar power if 2 cameras and 2 solar panels were on a single pole (by blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
 - They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. The agency or community must work with an electrician to wire the cameras once installed. Electrician services should be completed within 2 days of installation to prevent the camera from dying.
 - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images
 - Any Flock equipment mounted over 14 feet or on a horizontal beam will require a bucket truck. If mounting in this way:
 - Flock will request use of a bucket truck through the customer or Public Works
 - If a bucket truck is not available through the customer, Flock will have to procure one.
- **Note**** This will lead to delays on install & any subsequent maintenance visits based on bucket truck availability
- Flock will likely require traffic control assistance provided by customer to install or provide maintenance with a bucket truck

Solar Panels

- Solar panels need unobstructed southern-facing views

CUSTOMER RESPONSIBILITIES: AC-POWERED CAMS

In the event your Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. *See steps 2 and 6 below.*



Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license
plate reading camera
system can leverage AC
power to help your
community solve crime no
matter the location.



Easy to Use Install
Power Kit

Work with Local
Electricians

Efficient Quote &
Installation Process



How to Get Started with a Powered Install

1. Create a Deployment Plan

Work with Flock to select the best
location(s) for your cameras and
power sources.

2. Acquire an Electrical Quote

Contract an electrician to receive a
quote to run 120volt AC power to
the camera.

3. Sign Flock Safety Agreement

Sign the Flock Safety purchase
order to begin the installation of
the cameras.

4. Conduct Site Survey

Flock will mark camera locations,
locate underground utilities and
mark if present.

5. Install Camera

Flock will install the camera and AC
power kit at the specified camera
location.

6. Connect Camera to Power

Notify the electrician that the
camera is ready for the power
connection installation.

flock safety | www.flocksafety.com | 855-901-1787

Visit flocksafety.com/power-install for the full plan, FAQs & to get started!

ELECTRICIAN HANDOUT

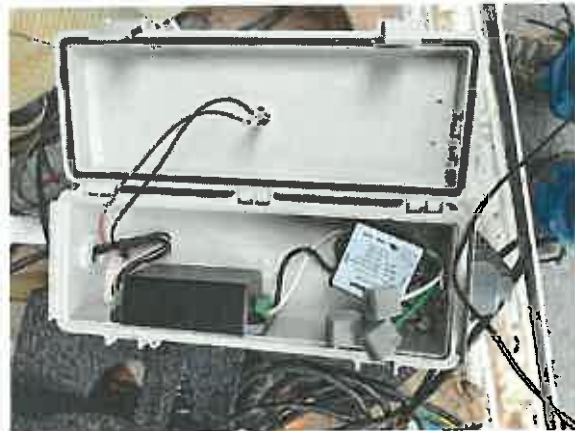
Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit
2. Open the box using hinges
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on site, call Flock who will remotely verify that power is working correctly:

Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQS ABOUT AC-POWERED FLOCK CAMERAS

What voltage is supported?

The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. Average power draw is roughly 30W in high traffic conditions, but may be lower when less vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to the camera and power equipment installed by Flock. However, any problems with the electrical supply are the responsibility of the customer. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

In the event the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verify the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.



How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is not possible. The primary driver of cost is the distance from AC power source to the intended camera location.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of existing power infrastructure before creating the deployment plan.

Can you plug into my existing power outlet?

The Flock AC power adapter does not use a standard outlet plug, but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged presenting a tampering risk to this critical safety infrastructure. If an outlet is close to the camera, the electrician can route power directly to the camera with a direct wire-in connection.

How long does this process typically take?

The installation process typically takes 6-8 weeks. In order to accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should be able to perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

INSTALLATION SERVICE BRIEF

Below outlines the statement of work for your Flock Camera Installation:

WHAT IS COVERED BY FLOCK	WHAT IS <i>NOT</i> COVERED BY FLOCK	SPECIAL NOTE
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	Electrician & ongoing electrical cost	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>exc. changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, *MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review Fees Sheet for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

PERMITTING: PRE-INSTALL QUESTIONNAIRE

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Is your agency able to own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any of the Flock Safety cameras be installed on city, state or power company owned poles or in city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power company, public works, etc)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
Note: If height is greater than 15 feet tall, a bucket truck is **required**.



3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit?
- If solar powered, consider the size of the solar panel and potential to impact visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- If a bucket truck **is** required, this typically necessitates a full lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- If full traffic control required (cones, arrowboards, etc.):
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- If a bucket truck **is not** required, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e. California), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete prior to proceeding (ex. business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety will need to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department



FEE SCHEDULING

•Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

*Below fee schedule is subject to change;

REINSTALL OR JOB TYPE	REINSTALL FEE
Camera or pole relocation	\$150
Camera replacement as result of vandalism, theft, or third party damage	\$500
Pole replacement as a result of vandalism, theft, or third party damage	\$150
Pole upgrade	\$300
Angle Adjustment - Customer request	\$125
Installation of additional Flock Safety sign (including cost of sign)	\$100
Convert camera to use of electrical outlet (excluding cost of electrical work)	\$150
Other site visit/technician visit that does not result in a reinstall being required	\$150

HELP CENTER

Our Help Center is filled with tons of resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate?

(National Lookup - network of law enforcement agencies that have opted to allow their Flock cameras to be used for searches)

How do I reset my / another user's password?

CUSTOMER SUPPORT

You can reach our customer support team anytime by emailing support@flocksafety.com.

They can help answer any "How-To" questions you may have.



(866) 901-1781 | 1170 Howell Mill Rd NW, Unit 210, Atlanta, GA 30318 | flocksafety.com

flock safety

AGENDA ITEM SUMMARY

December 13, 2021

ITEM NUMBER:

6E

ITEM SUMMARY:

Approval by Mayor and Council to purchase core network infrastructure switches replacing/upgrading existing devices.

SPECIAL CONSIDERATIONS OR CONCERNS:

The purpose of this request approve payment to SHI for core switches at CityHall and edge components at other buildings. This will replace those at “end of life” and upgrade our overall communications ability for 10 years. This purchase covers portions of phase I and phase 2 of my “2021 Phased Plan to Rebuild Network Infrastructure” submitted to Council August 25th of 2021.

STAFF RECOMMENDATION:

Staff recommends as this will upgrade/replace core fiber switches and old switches at “end of life”. It will allow network speed increase from 1 to 40+ gigabytes.

FINANCIAL IMPACT:

Planned and Funded utilizing SPLOST V Network Infrastructure. Cost \$98,386

ATTACHMENTS:

SHI invoice

Name: Networking Equipment and IT Infrastructure Products

Contract Number: 99999-SPD-T20120501-0006

Manufacturers: Cisco

Submitted by:

Steven N. Sikes, Sr - CGCIO™, LGCIO

Director, Technology Services



Pricing Proposal
Quotation #: 21262031
Created On: 11/12/2021
Valid Until: 11/30/2021

City of McDonough

Brian Linton

GA
United States
Phone: (770) 957-3915
Fax:
Email: blinton@mcdonoughga.org

Inside Account Executive

Lauren Rallis

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-3086
Fax:
Email: lauren_rallis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage Cisco Systems - Part#: C9500-24Y4C-A	3	\$9,516.24	\$28,548.72
2 SNTC-8X5XNBD Catalyst 9500 24-port 25/100G only, Adva Cisco Systems - Part#: CON-SNT-C95024YA	3	\$1,347.50	\$4,042.50
3 650W AC Config 4 Power Supply front to back cooling Cisco Systems - Part#: C9K-PWR-650WAC-R/2	3	\$898.16	\$2,694.48
4 Cisco Catalyst 9500 DNA Advantage 3 Year License Cisco Systems - Part#: C9500-DNA-L-A-3Y	3	\$3,036.65	\$9,109.95
5 9500 Accessory Kit Cisco Systems - Part#: C9500-ACCKITH-19I=	3	\$21.39	\$64.17
6 Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials Cisco Systems - Part#: C9200L-24P-4X-E	8	\$1,599.74	\$12,797.92
7 SNTC-8X5XNBD Catalyst 9200L 24-port PoE+, 4 x 10G, Ne Cisco Systems - Part#: CON-SNT-C920024X	8	\$262.80	\$2,102.40
8 C9200L Cisco DNA Essentials, 24-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-E-24-3Y	8	\$260.90	\$2,087.20
9 Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials Cisco Systems - Part#: C9200L-48P-4X-E	10	\$2,761.12	\$27,611.20
10 SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne Cisco Systems - Part#: CON-SNT-C9200L4X	10	\$453.63	\$4,536.30
11 C9200L Cisco DNA Essentials, 48-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-E-48-3Y	10	\$479.02	\$4,790.20

Total \$98,385.04

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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 [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

AGENDA ITEM SUMMARY

December 13, 2021

ITEM NUMBER:

6F

ITEM SUMMARY:

Approval by Mayor and Council to purchase additional video surveillance for PD and Court buildings

SPECIAL CONSIDERATIONS OR CONCERNS:

The purpose of this request is to approve payment to NetPlanner Systems to purchase additional video surveillance equipment for PD and Court buildings. Chief Ken Noble has requested 5 additional exterior cameras to better cover areas of those buildings. The NetPlanner Scope defines **in detail** each camera view including a couple of interior changes for improvement. All to be monitored by our Genetec Systems.

STAFF RECOMMENDATION:

Staff recommends as this will provide better, secure visibility for areas that were lacking. Particularly PD parking where citizens may have business transactions for security purposes.

FINANCIAL IMPACT:

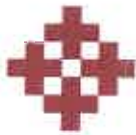
Planned and Funded utilizing SPLOST V Network Infrastructure. Cost \$20,764.99

ATTACHMENTS:

NetPlanner Scope and Project Summary

Submitted by:

Steven N. Sikes, Sr - CGCIO™, LGCIO
Director, Technology Services



Add Cameras at Police and Court Building

Prepared For:

City Of McDonough
136 Keys Ferry Street
McDonough, GA 30253

Job Site:

McDonough Police Department
50 Lawrenceville Street
McDonough, GA 30253

Proposal Recipients

Steven Sikes Sr., Director Technology
Services

Email

SSikes@McDonoughGa.org

Phone

(678) 782-6212

INTRODUCTION

Thank you for the opportunity to provide a proposal for this project. With more than 30 years of experience in the industry, NetPlanner Systems, Inc. has a long history successfully completing projects of this scope and magnitude for clients nationwide.

As one of the Southeast's leading providers of communications, security, and audio/visual systems, NetPlanner Systems, Inc. has established a reputation for completing projects on time and within budget. Our expertise includes Communications Cabling, Wireless, Distributed Antenna Systems (DAS), Network Services, Access Control, Video Surveillance, A/V, Paging/Intercom, Outside Plant Design and Construction, Data Center Services, and CATV Distribution. We dedicate our efforts to staying on top of the ever-changing world of communications technology in order to consistently deliver innovative, high performing systems. Our goal is to provide you with the highest quality products and a level of customer service that exceeds your expectations.

Please do not hesitate to contact me if you have any questions about this proposal. Again, thank you for this opportunity. We look forward to working with you.

SCOPE OF WORK - Video Surveillance - ESTIMATE JP21034-VSV-E1.1

New Cameras

NetPlanner Systems will provide and install cameras to support exterior coverage of the City of McDonough Police Station and Courthouse Buildings. This will include all supporting communications cabling and camera mounting equipment. Mounting locations in some areas are approximate and may have to change based on available cabling pathways within the buildings.

- **Police Building:**
 - 1 x Axis P3807-PVE - 180 degree 8 MP camera will be installed on the east-facing side of the building facing the parking lot and the Lawrenceville Street Entrance. This camera will be mounted at approximately 12 feet above the ground and provide 180-degree general coverage for the parking lot on the east side of the building.
 - 1 x Axis P3807-PVE - 180 degree 8 MP camera will be installed on the north-facing side of the building facing the parking lot; it is intended to also catch the view of the gate entering from Hwy 23/Atlanta Street in this view. This camera will be mounted at approximately 12 feet above the ground and provide 180-degree general coverage for the parking lot on the north side of the building.
 - 1 x Axis P3247-LVE - 5 MP camera will be installed on the west-facing side of the building above the entrance on this side of the building. This camera will be mounted approximately 12 feet above the ground and is intended to catch the view of the approach from the highway to the west of the building. There are many trees here that may impact the views we are able to obtain. Additionally, we will try to find a way to mount this camera centered above the door to capture the best image possible of the sidewalk approach, however, due to hard ceilings in the lobby, we may have to shift the mounting location somewhat to the north side of the building and access the camera mounting location from the adjacent office. This will cut down the distance able to be viewed, but will still provide a quality image of the approach to the entrance of the building.
 - 1 x Axis P3818-PVE - 180-degree 14 MP camera will be installed above the second floor of the building facing south towards the rear of the courthouse building. The intended view is to capture general coverage of the south side of the building with the focus being the gated entry to the parking area behind the courthouse, the parking area itself, and the 2 doors on the back of the courthouse building. This camera will be mounted approximately 24+ feet above

Add Cameras at Police and Court Building

- the ground; the increased mounting height at this location is based upon the area that is intended to be covered, as well as the elevation change between the Police building and the area behind the Courthouse. This camera will require a 40-60 foot boom lift to be able to access the area intended for mounting the camera.
- Interior Lobby of the Police Building - relocate 1 x existing Axis dome camera to the opposite side of the Lobby to change the view on this existing camera. The cabling for this camera location will be pulled back and reused in the new location.
- Courthouse Building
 - 1 x Axis P3248-LVE - 4k fixed dome camera will be mounted on the exterior front of the Courthouse building facing back to the fountain in front of the building. The intended view is to shoot between the columns at an angle across the front of the building to capture a general coverage of the fountain area and the front courtyard area of the building. This camera will be mounted approximately 25+ feet in the air under the overhand of the building. This will require a lift to access this mounting location. Additionally, there will be a smaller one-man lift required inside the building to access the cabling pathway across the ceiling of the courtroom back to the network closet.
 - Optional camera - 1 x Axis P3247-LVE - 5 MP fixed dome camera will be installed above the side entrance on the east side of the building facing south to capture an image of the exterior seating area and entrance. This camera will provide general coverage of this area and will be mounted approximately 10-12 feet above the ground.
- All cameras listed above, except the existing camera to be relocated, will be provided and installed by NetPlanner Systems.
- Also includes all necessary Genetec Omnicast camera licensing through May of 2022.
- It is intended that the City of McDonough will provide POE capable network ports and configure them in the camera vlan as necessary. Additionally, it is intended to use the existing Genetec Omnicast server and storage; it has been discussed that network backhaul is on fiber between these buildings and the location where the video storage is located to support the bandwidth needs.
- NetPlanner Systems will provide all camera configurations on the camera, as well as configuration to connect the camera to Genetec Omnicast. NetPlanner will review camera settings and assist the customer with basic connection and configuration.

Optional Pricing:

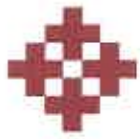
- **Police Building** - in the back hallway, the camera pointing at the storage room can be relocated to capture the storage room door, as well as the rear entrance. Currently, no camera is covering the rear entrance doorway.
- **Courthouse Building** - Addition of an optional camera under the overhang on the east side of the building. This camera will operate in a corridor format and capture the exterior breezeway on the east side of the building. This will be a 5 MP fixed dome camera and will be mounted approximately 10-12 feet above the ground. Includes a data cable back to the network closet.

PROPOSAL COST SUMMARY

Estimate	Description	Materials	Installation	Services	Total
JP21034-VSV-E1.1	Video Surveillance - New Cameras	\$11,246.83	\$4,680.00	\$2,447.27	\$18,374.10
JP21034-VSV-E2	Video Surveillance - Police Bldg Optional	\$0.00	\$340.00	\$0.00	\$340.00
JP21034-VSV-E3	Video Surveillance - Courthouse Optional	\$1,540.89	\$510.00	\$0.00	\$2,050.89
	TOTALS:	\$12,787.72	\$5,530.00	\$2,447.27	\$20,764.99

INVOICING AND PAYMENT TERMS

NetPlanner Systems, Inc. will invoice Customer for all materials and for mobilization upon approval of proposal. Customer will be invoiced for labor at the end of the project or at the end of the month, whichever comes first, based upon the percentage of the project completed. The Customer agrees to pay any and all payments according to the payment schedule. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, NetPlanner Systems, Inc. reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made. Standard payment terms



Add Cameras at Police and Court Building

are NET 15 in the absence of a specific payment schedule.

Any required closeout documents, including, but not limited to, as-built drawings, test results, and warranties, will be released to the Customer once 90% of the total project payment has been received by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. operates primarily as a contractor for sales tax purposes. This means that all sales tax is paid to the Georgia Department of Revenue at the point of purchase of materials and that no sales tax may be charged to NetPlanner Systems, Inc. customers.

INCLUSIONS

Pricing includes above-described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday – Friday from 7:30 AM - 4:30 PM.

Software updates/upgrades will be performed only on the equipment being installed.

This bid proposal and the pricing within are valid for 30 days.

Due to current market conditions, including raw material shortages and ongoing price volatility in the industry, upon award, NetPlanner will invoice Customer for materials under standard payment terms. NetPlanner will order all materials immediately upon submittal approval or contract acceptance (if submittal is not required). Customer will have the option to store materials in NetPlanner's secure warehouse or on the job site.

NetPlanner is currently experiencing extremely long lead times on certain products. This can cause delay if appropriate action is not taken immediately at the start of the project. Because lead times are out of NetPlanner's control, NetPlanner will not be held responsible for delays due to product lead times.

EXCLUSIONS

Overtime labor is not included in this proposal.

NetPlanner Systems is not responsible for conduit, millwork, or other general construction requirements that provide pathways to provided equipment. This also includes any ceiling reconstruction, i.e. ceiling tile/grid, sheetrock, etc.

NetPlanner Systems is not responsible for any configuration of Customer's network equipment that may impede the completion of the project.

NetPlanner Systems is not liable to the Customer or any third party for any delays, damages or equipment failure caused by any circumstances beyond our reasonable control.

NetPlanner Systems is not responsible for any applicable wall support, network, and power requirements.

GOVERNMENT IMPOSED TARIFFS

This project could be impacted by volatility in market conditions relating to government increases in tariffs. Should the cost of materials used on this project rise based on tariffs, NetPlanner Systems reserves the right to adjust final pricing to reflect the increase.

There is anticipation that costs could increase up to 30% for active equipment based on tariffs. Neither NetPlanner Systems nor any other integrator has any control over these price increases.

Add Cameras at Police and Court Building

CHANGE ORDERS

Changes to the Scope of Work, delays due to site closings, limited access, or other events which the Customer requests will be handled as part of a Change Order. Customer should contact NetPlanner Systems' Project Manager with any requested changes, modifications, or enhancements to the project. NetPlanner Systems' Project Manager will prepare a Change Order which will address scope functionality changes, detail cost implications, and reflect any necessary equipment changes. The Project Manager must receive the signed Change Order before NetPlanner Systems will proceed with any ordering or changes in the project.

Additional labor resulting from a Change Order will be estimated at the time of request. If overtime or weekend work is required, the labor rate will be subject to a 1.5 multiplier. If holiday work is required, the labor rate will be subject to a 2.0 multiplier. The cost of additional materials and labor will be presented for Customer approval prior to commencing work on the Change Order. Additional charges for the changes will be added to the contract price and billed with the next scheduled contract payment.

The completion date shall be adjusted according to the change(s) mentioned above, and the original completion date shall become null and void. Agreements made by the Customer with other vendors or subcontractors on the job are not recognized.

CUSTOMER SUPPLIED ITEMS

All materials supplied by the Customer are to be on site by the specified date in the contract. It is the responsibility of the Customer to ensure that Customer-supplied items are in good and sufficient condition to be installed and that all necessary parts to install such items are present. The Customer bears all responsibilities pertaining to the condition, performance, and warranties of Customer-supplied items. NetPlanner Systems, Inc. shall install Customer-supplied items 'as is' and shall bear no responsibility, either explicit or implied, for the item or for its condition, performance, or warranty.

CUSTOMER RESPONSIBILITIES

To ensure that your project goes smoothly, please implement the following:

- A) Designate one person to be the Customer's point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise.
- B) Direct all questions to NetPlanner Systems, Inc.'s designated point of contact. Avoid trying to resolve questions or problems with workers, vendors, or other individuals on or off the job site.
- C) Make any and all changes to the original contract in writing and ensure that a "Change Order" form is completed and signed before those changes are made.
- D) NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational in the event that the Customer fails to disclose in explicit written terms the features required of the system and where lack of doing so is the cause for such failure to become operational. If such omissions by any third party or the Customer cause the system to be incomplete and unable to function as expected, it is up to the Customer to provide financial resources to correct such omissions.

QUALITY

All work shall be performed in a good and workmanlike manner per industry standards. All material is guaranteed to be new, unless otherwise specified.

SAFETY

Add Cameras at Police and Court Building

NetPlanner Systems, Inc. shall take all necessary precautions for the safety of persons and the protection of the work and adjoining property. NetPlanner Systems, Inc. shall comply with all applicable provisions of federal, state and local safety laws and building codes including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

INDEPENDENT CONTRACTORS

The relationship of Customer and NetPlanner Systems, Inc. created by this agreement shall be that of independent contractors and not one of joint venture, partnership, or employment.

During the term of this Agreement and for a period of two (2) years following the date of the termination or expiration of this Agreement (or the date of any subsequent termination of the parties' relationship, whichever is later), Customer covenants and agrees that Customer shall not, directly or indirectly: (i) solicit, recruit, or hire (or attempt to solicit, recruit, or hire) or otherwise assist anyone in soliciting, recruiting, or hiring, any employee of NetPlanner Systems, Inc. who performed work for NetPlanner Systems, Inc. within the last year of Customer's relationship with NetPlanner Systems, Inc. or who was otherwise engaged or employed with NetPlanner Systems, Inc. at the time of termination or expiration of this Agreement and the parties' relationship, or (ii) otherwise encourage, solicit, or support any such employee(s) to leave their employment with NetPlanner Systems, Inc., until such employee's employment with NetPlanner Systems, Inc. has been voluntarily or involuntarily terminated or separated for at least six (6) months. In the event the Customer hires a NetPlanner Systems, Inc. employee, the Customer agrees to compensate NetPlanner Systems, Inc. an amount equal to the employee's minimum annual salary.

DAVIS BACON ACT

NetPlanner Systems, Inc. is compliant with all State, Federal and local labor and employee relations laws including Davis Bacon and Davis Bacon Related Act regulations and guidelines. Based upon Federal guidelines, it is the contracting agency's and/or contractor's responsibility to (a) notify bidders when a project falls under the Davis Bacon Act and/or Davis Bacon Related Act guidelines and (b) provide the Prevailing Wage Determination attached to the contract. NetPlanner Systems, Inc. bids its labor based upon criteria and requirements outlined within the RFP; as such, we will not take into consideration Davis Bacon Act/DBRA wage requirements if it has not been designated within the RFP/bid documents as a requirement. If a contract is awarded and later determined to be a Davis Bacon/Davis Bacon Related Act project, NetPlanner Systems, Inc. will issue a change order for the additional labor costs and/or have the right to cancel the contract based upon the contractor's failure to properly notify bidders of the Prevailing Wage requirements. In some instances, the Prevailing Wage Determination provided within an RFP/bid package does not include an employee classification matching the specialized skills required of our employees. Under these circumstances, our quote is based upon the prevailing wage rates for our classification, in the project's specific geographic location. In addition, should the contract be awarded to our company, we would need to submit an SF1444 requesting a wage conformance to include a worker classification for Telecommunications / Voice / Data / Video technicians.

FEDERAL SUBCONTRACTOR STATUS

If applicable, the parties hereby incorporate the requirements of 41 CFR §§60 1.4 (a) (7), and 29 CFR Part 471, Appendix A to Subpart A.

If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60 300.5 (a) and 41 CFR § 60 741.5 (a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

BUILDING CODES

All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building

Add Cameras at Police and Court Building

Department beyond the agreement of this contract is not the responsibility of NetPlanner Systems, Inc.

ASBESTOS AND OTHER HAZARDOUS MATERIALS

It is the obligation of the Customer to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time-schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then NetPlanner Systems, Inc. shall be entitled to additional compensation and an increase in time for completion of the project.

EXISTING CONDITIONS

NetPlanner Systems, Inc. makes no representation of existing conditions and assumes no responsibility of condition for any of the Customer's equipment that may or may not be relocated or affected by NetPlanner Systems, Inc.'s work.

HIDDEN DEFECTS

It is acknowledged that hidden defects, faulty wiring, or other defective components of existing systems may need to be updated or replaced in order to properly complete the above-quoted work, and further acknowledged that the expense, if any, will be the responsibility of the Customer.

PATHWAYS

All conduits installed by others are assumed to be passable. NetPlanner Systems, Inc. is not responsible for repairing or replacing pathways installed by others.

Any conduits routing below foundation grade must be identified by the Customer so that NetPlanner Systems, Inc. can properly specify outdoor rated cable. Failure to identify such conduits will result in cable being replaced at additional cost to Customer. Indoor cable routing below foundation grade will not be warranted by NetPlanner Systems, Inc.

LIENS

NetPlanner Systems, Inc. retains the right to file a mechanic's lien and will not indemnify Customer and/or Lessee against all claims or liens filed by NetPlanner Systems, Inc. Indemnity shall include costs and attorneys' fees.

FINANCE CHARGES

Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Customer agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.

Add Cameras at Police and Court Building

INDEMNITY AND LIABILITY

NetPlanner Systems, Inc.'s obligation to indemnify Customer or any other party shall be limited to the extent the loss, cost, expense, claim or demand for which indemnification is sought (i) arises out of or results from the negligence of NetPlanner Systems, Inc., its employees and subcontractors, and (ii) arises out of bodily injury (including death) or damage to tangible property of third parties. The indemnity shall not be interpreted to make NetPlanner Systems, Inc. liable for the negligence of any other party, nor for loss or damage to property or existing facilities of the Customer at or near the site of the Work. NetPlanner Systems, Inc. shall not be liable for any special or consequential damages, loss of profits, interest penalties or fines. Customer must make written demand for indemnity promptly after a claim is made against it.

NetPlanner Systems, Inc. absolves itself of any liability due to omissions or failures to perform by any engineering firm, consultant or other party engaged by the Customer. NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational if faulty design from any party not hired by NetPlanner Systems, Inc. is the cause for such failure to become operational.

WARRANTY

NetPlanner Systems, Inc. hereby guarantees that the work shall be free from defects in labor for one (1) year from the date of completion of the project. NetPlanner Systems, Inc.'s liability for breach of warranty or failure or defect in performance of the Contract shall be limited to re-performing corrective services of the type originally performed by NetPlanner Systems, Inc. with its own forces, beginning at final completion and continuing for twelve (12) months thereafter, provided NetPlanner Systems, Inc. receives written notice of defective work within the warranty period. Materials and active hardware are warranted as specified by individual manufacturers and not by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. will exchange any defective equipment at no labor cost for a period of 30 days. After 30 days, the Customer is responsible for exchanging defective equipment. NetPlanner Systems, Inc. can install exchanged equipment on a time and materials basis.

NetPlanner Systems, Inc. reserves the right to repair or replace defective items and will not compensate others for repair or replacement services.

ACKNOWLEDGEMENTS

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral. This Agreement shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If NetPlanner Systems, Inc.'s proposal is made a part of this Agreement and said proposal contains any terms or conditions inconsistent with the terms and conditions of this Agreement Form, then this Agreement Form shall govern.

ACCEPTANCE

NetPlanner Systems, Inc. is hereby authorized to perform the work as specified. Payment shall be made as outlined above. Customer agrees this proposal constitutes in its entirety all that will be provided by NetPlanner Systems, Inc. Customer's signature certifies acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

If this proposal is distributed by e-mail, then replying to such e-mail with the subject or message "I Accept" or any request by the Customer for NetPlanner Systems, Inc. to begin work on this project will constitute full acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.



NetPlanner
SYSTEMS, INC.®
Your Pathway to Connectivity

Proposal JP21034-P2

November 30, 2021 @ 08:29:40 GMT

Proprietary and Confidential

Add Cameras at Police and Court Building

Customer

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

NetPlanner Systems, Inc.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM SUMMARY

December 13, 2021

ITEM NUMBER:

66

ITEM SUMMARY:

Approval by Mayor and Council to purchase and replace Galaxy systems access controls hardware in City Hall, Police Building and Court with Genetec systems.

SPECIAL CONSIDERATIONS OR CONCERNS:

The purpose of this request is to approve payment to NetPlanner Systems to replace Galaxy systems access controls hardware in City Hall, Police Building and Court with Genetec systems.

Galaxy systems hardware has had multiple failures over the years and the software is not proactively being enhanced. Genetec on the other hand manages all City camera systems and card access for Welch Precinct. Genetec has performed very well and is constantly improving. The blending of all cameras and card access into one system provides many more security possibilities for our future.

STAFF RECOMMENDATION:

Staff recommends as this will replace failing hardware, reduce complication of multiple software system controls, improve security and Genetec is truly forward thinking.

FINANCIAL IMPACT:

Planned and Funded utilizing SPLOST V Network Infrastructure. Cost \$52,875.51

ATTACHMENTS:

NetPlanner Scope and Project Summary

Submitted by:

Steven N. Sikes, Sr - CGCIO™, LGCIO
Director, Technology Services

November 30, 2021

City of McDonough
136 Keys Ferry Street
McDonough, GA 30253

RE: PC21297-SEC City of McDonough – Genetec Access Control

Thank you for the opportunity to provide a proposal for the City of McDonough, access control project. With nearly 30 years of experience in the industry, NetPlanner Systems, Inc. has a long history successfully completing projects of this scope and magnitude.

As one of the Southeast's leading providers of information transport systems, NetPlanner Systems, Inc. has established a reputation for completing projects on time and within budget. We dedicate our efforts to staying on top of the ever-changing world of communications technology in order to consistently deliver innovative, high performing systems. Our goal is to provide you with the highest quality products and a level of customer service that exceeds your expectations. Please do not hesitate to contact me if you have any questions about this proposal. Again, thank you for this opportunity. We look forward to working with you.

Please find our pricing to provide, install, test, and terminate cabling for the following systems:

- Access Control

Atlanta, GA • Augusta, GA • Columbus, GA • Savannah, GA • Fayetteville, NC

Corporate Headquarters:

3145 Northwoods Parkway, Suite 800 • Norcross, GA 30071
Office: (770) 662-5482 • Fax: (770) 441-3773 • Toll-Free: (800) 795-1975

www.netplanner.com



SCOPE OF WORK

Access Control

- Provide and install (1) Genetec Synergis Access Control upgrade from Standard to Professional.
 - Upgrade will be performed on existing system.
- Provide and install (3) Genetec Cloudlink Controllers.
 - (1) City Hall
 - (1) Public Safety
 - (1) Courthouse
- Provide and install (3) Genetec LP1502 Intelligent Controllers.
 - (1) City Hall
 - (1) Public Safety
 - (1) Courthouse
- Provide and install (24) Genetec MR52 reader interface modules.
 - (6) City Hall
 - (8) Public Safety
 - (10) Courthouse
- Provide and install (5) Altronix Trove enclosures/power supplies.
 - (1) City Hall
 - (2) Public Safety
 - (2) Courthouse
- Remove existing Galaxy access control equipment.
- Utilize Existing cabling, readers, and door devices. All existing equipment is assumed in good working condition.
- Wire-up, program, and test installed access control system.
- Provide all Genetec Advantage support for Synergis access control system.
- Reconnect existing badging printer to Synergis System.
- Provide all support documentation as required.

Corporate Headquarters:

Project Summary

Access Control Project:

\$ 52,875.51

Our industry is currently experiencing extreme lead times and limited product availability due to global supply chain issues. This is causing substantial fluctuations in pricing.

Although this quote is valid for 30 days, due to market volatility, it is subject to be adjusted during this time for any reason outside of NetPlanner Systems' control. Should a manufacturer's price increase affect this quote, NetPlanner will notify Customer in writing prior to executing a contract.

Should a product substitution need to be considered due to extended lead times or pricing concerns, NetPlanner will notify Customer in writing, and a change order will be issued, if applicable. NetPlanner Systems will not be responsible for liquidated damages that result due to product delays outside of NetPlanner's control.

INCLUSIONS

- Pricing includes above described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday - Friday 7:30 AM - 4:30 PM.
- This bid proposal and the pricing within are valid for 30 days.

EXCLUSIONS & ASSUMPTIONS

- Overtime and Union labor are not included in this proposal.
- Conduit, junction boxes, and pull-strings are not included in this proposal.
- Floor Cores and floor penetrations are not included in this proposal.
- Fire sleeves are not included in this proposal.
- Communications room plywood backboards are not included in this proposal.
- Building ground conductors and ground busbars are not included in this proposal.
- Assumes that all work can be performed from 10' A-frame ladder; this proposal does not include lifts.
- All existing equipment and cabling is assumed in good working condition.

Atlanta, GA • Augusta, GA • Columbus, GA • Savannah, GA • Fayetteville, NC

Corporate Headquarters:

3145 Northwoods Parkway, Suite 800 • Norcross, GA 30071
Office: (770) 662-5482 • Fax: (770) 441-3773 • Toll-Free: (800) 795-1975

www.netplanner.com



PAYMENTS

NetPlanner Systems, Inc. will invoice Customer for all materials and for mobilization upon approval of proposal. Customer will be invoiced for labor at the end of the project or at the end of the month, whichever comes first, based upon the percentage of the project completed. The Customer agrees to pay any and all payments according to the payment schedule. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, NetPlanner Systems, Inc. reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made. Standard payment terms are NET 30.

Any required closeout documents, including, but not limited to, as-built drawings, test results, and warranties, will be released to the Customer once 90% of the total project payment has been received by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. operates primarily as a contractor for sales tax purposes. This means that all sales tax is paid to the Georgia Department of Revenue at the point of purchase of materials and that no sales tax may be charged to NetPlanner Systems, Inc. customers.

INCLUSIONS

Pricing includes above described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday - Friday 7:30 AM - 4:30 PM.

This bid proposal and the pricing within are valid for 30 days.

CHANGE ORDERS

Changes to the Scope of Work, delays due to site closings, limited access, or other events which the Customer requests will be handled as part of a Change Order.

Additional labor resulting from a Change Order will be calculated at a rate of \$55/Hour/Technician and \$85/Hour/Project Manager. If overtime or weekend work is required, the labor rate will be subject to a 1.5 multiplier. If holiday work is required, the labor rate will be subject to a 2.0 multiplier. The cost of additional materials and labor will be presented for Customer approval prior to commencing work on the Change Order. Additional charges for the changes will be added to the contract price and billed with the next scheduled contract payment.

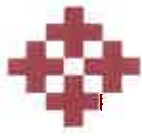
The completion date shall be adjusted according to the change(s) mentioned above, and the original completion date shall become null and void. Agreements made by the Customer with other vendors or subcontractors on the job are not recognized.

Atlanta, GA • Augusta, GA • Columbus, GA • Savannah, GA • Fayetteville, NC

Corporate Headquarters:

3145 Northwoods Parkway, Suite 800 • Norcross, GA 30071
Office: (770) 662-5482 • Fax: (770) 441-3773 • Toll-Free: (800) 795-1975

www.netplanner.com



CUSTOMER-SUPPLIED ITEMS

All materials supplied by the Customer are to be on site by the specified date in the contract. It is the responsibility of the Customer to ensure that Customer-supplied items are in good and sufficient condition to be installed and that all necessary parts to install such items are present. The Customer bears all responsibilities pertaining to the condition, performance, and warranties of Customer-supplied items. NetPlanner Systems, Inc. shall install Customer-supplied items "as is" and shall bear no responsibility, either explicit or implied, for the item or for its condition, performance, or warranty.

CUSTOMER RESPONSIBILITIES

To ensure that your project goes smoothly, please implement the following:

- A) Designate one person to be the Customer's point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise.
- B) Direct all questions to NetPlanner Systems, Inc.'s designated point of contact. Avoid trying to resolve questions or problems with workers, vendors, or other individuals on or off the job site.
- C) Make any and all changes to the original contract in writing and ensure that a "Change Order" form is completed and signed before those changes are made.
- D) NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational in the event that the Customer fails to disclose in explicit written terms the features required of the system and where lack of doing so is the cause for such failure to become operational. If such omissions by any third party or the Customer cause the system to be incomplete and unable to function as expected, it is up to the Customer to provide financial resources to correct such omissions.

QUALITY

All work shall be performed in a good and workmanlike manner per industry standards. All material is guaranteed to be new, unless otherwise specified.

SAFETY

NetPlanner Systems, Inc. shall take all necessary precautions for the safety of persons and the protection of the work and adjoining property. NetPlanner Systems, Inc. shall comply with all applicable provisions of federal, state and local safety laws and building codes including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

Atlanta, GA • Augusta, GA • Columbus, GA • Savannah, GA • Fayetteville, NC

Corporate Headquarters:

3145 Northwoods Parkway, Suite 800 • Norcross, GA 30071
Office: (770) 662-5482 • Fax: (770) 441-3773 • Toll-Free: (800) 795-1975

www.netplanner.com

INDEPENDENT CONTRACTORS

The relationship of Customer and NetPlanner Systems, Inc. created by this agreement shall be that of independent contractors and not one of joint venture, partnership, or employment.

During the term of this Agreement and for a period of two (2) years following the date of the termination or expiration of this Agreement (or the date of any subsequent termination of the parties' relationship, whichever is later), Customer covenants and agrees that Customer shall not, directly or indirectly: (i) solicit, recruit, or hire (or attempt to solicit, recruit, or hire) or otherwise assist anyone in soliciting, recruiting, or hiring, any employee of NetPlanner Systems, Inc. who performed work for NetPlanner Systems, Inc. within the last year of Customer's relationship with NetPlanner Systems, Inc. or who was otherwise engaged or employed with NetPlanner Systems, Inc. at the time of termination or expiration of this Agreement and the parties' relationship or (ii) otherwise encourage, solicit, or support any such employee(s) to leave their employment with NetPlanner Systems, Inc., until such employee's employment with NetPlanner Systems, Inc. has been voluntarily or involuntarily terminated or separated for at least six (6) months. In the event the Customer hires a NetPlanner Systems, Inc. employee, the Customer agrees to compensate NetPlanner Systems, Inc. an amount equal to the employee's minimum annual salary.

DAVIS BACON ACT

NetPlanner Systems, Inc. is compliant with all State, Federal and local labor and employee relations laws including Davis Bacon and Davis Bacon Related Act regulations and guidelines. Based upon Federal guidelines, it is the contracting agency's and/or contractor's responsibility to (a) notify bidders when a project falls under the Davis Bacon Act and/or Davis Bacon Related Act guidelines and (b) provide the Prevailing Wage Determination attached to the contract. NetPlanner Systems, Inc. bids its labor based upon criteria and requirements outlined within the RFP; as such, we will not take into consideration Davis Bacon Act/DBRA wage requirements if it has not been designated within the RFP/bid documents as a requirement. If a contract is awarded and later determined to be a Davis Bacon/Davis Bacon Related Act project, NetPlanner Systems, Inc. will issue a change order for the additional labor costs and/or have the right to cancel the contract based upon the contractor's failure to properly notify bidders of the Prevailing Wage requirements. In some instances, the Prevailing Wage Determination provided within an RFP/bid package does not include an employee classification matching the specialized skills required of our employees. Under these circumstances, our quote is based upon the prevailing wage rates for our classification, in the project's specific geographic location. In addition, should the contract be awarded to our company, we would need to submit an SF1444 requesting a wage conformance to include a worker classification for Telecommunications / Voice / Data / Video technicians.

Atlanta, GA • Augusta, GA • Columbus, GA • Savannah, GA • Fayetteville, NC

Corporate Headquarters:

3145 Northwoods Parkway, Suite 800 • Norcross, GA 30071
Office: (770) 662-5482 • Fax: (770) 441-3773 • Toll-Free: (800) 795-1975

www.netplanner.com



BUILDING CODES

All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building Department beyond the agreement of this contract is not the responsibility of NetPlanner Systems, Inc.

ASBESTOS AND OTHER HAZARDOUS MATERIALS

It is the obligation of the Customer to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time-schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then NetPlanner Systems, Inc. shall be entitled to additional compensation and an increase in time for completion of the project.

EXISTING CONDITIONS

NetPlanner Systems, Inc. makes no representation of existing conditions and assumes no responsibility of condition for any of the Customer's equipment that may or may not be relocated or affected by NetPlanner Systems, Inc.'s work.

HIDDEN DEFECTS

It is acknowledged that hidden defects, faulty wiring, or other defective components of existing systems may need to be updated or replaced in order to properly complete the above-quoted work, and further acknowledged that the expense, if any, will be the responsibility of the Customer.

PATHWAYS

All conduits installed by others are assumed to be passable. NetPlanner Systems, Inc. is not responsible for repairing or replacing pathways installed by others.

Any conduits routing below foundation grade must be identified by the Customer so that NetPlanner Systems, Inc. can properly specify outdoor rated cable. Failure to identify such conduits will result in cable being replaced at additional cost to Customer. Indoor cable routing below foundation grade will not be warranted by NetPlanner Systems, Inc.

Atlanta, GA • Augusta, GA • Columbus, GA • Savannah, GA • Fayetteville, NC

Corporate Headquarters:

3145 Northwoods Parkway, Suite 800 • Norcross, GA 30071
Office: (770) 662-5482 • Fax (770) 441-3773 • Toll-Free (800) 795-1975

www.netplanner.com



LIENS

NetPlanner Systems, Inc. retains the right to file a mechanic's lien and will not indemnify Customer and/or Lessee against all claims or liens filed by NetPlanner Systems, Inc. Indemnity shall include costs and attorneys' fees.

FINANCE CHARGES

Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Customer agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.

INDEMNITY AND LIABILITY

NetPlanner Systems, Inc.'s obligation to indemnify Customer or any other party shall be limited to the extent the loss, cost, expense, claim or demand for which indemnification is sought (i) arises out of or results from the negligence of NetPlanner Systems, Inc., its employees and subcontractors, and (ii) arises out of bodily injury (including death) or damage to tangible property of third parties. The indemnity shall not be interpreted to make NetPlanner Systems, Inc. liable for the negligence of any other party, nor for loss or damage to property or existing facilities of the Customer at or near the site of the Work. NetPlanner Systems, Inc. shall not be liable for any special or consequential damages, loss of profits, interest penalties or fines. Customer must make written demand for indemnity promptly after a claim is made against it.

NetPlanner Systems, Inc. absolves itself of any liability due to omissions or failures to perform by any engineering firm, consultant or other party engaged by the Customer. NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational if faulty design from any party not hired by NetPlanner Systems, Inc. is the cause for such failure to become operational.

WARRANTY

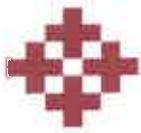
NetPlanner Systems, Inc. hereby guarantees that the work shall be free from defects in labor for one (1) year from the date of completion of the project. NetPlanner Systems, Inc.'s liability for breach of warranty or failure or defect in performance of the Contract shall be limited to re-performing corrective services of the type originally performed by NetPlanner Systems, Inc. with its own forces, beginning at final completion and continuing for twelve (12) months thereafter, provided NetPlanner Systems, Inc. receives written notice of defective work within the warranty period. Materials and active hardware are warranted as specified by individual manufacturers and not by NetPlanner Systems, Inc.

Atlanta, GA • Augusta, GA • Columbus, GA • Savannah, GA • Fayetteville, NC

Corporate Headquarters:

3145 Northwoods Parkway, Suite 800 • Norcross, GA 30071
Office: (770) 662-5482 • Fax: (770) 441-3773 • Toll-Free: (800) 795-1975

www.netplanner.com



NetPlanner
SYSTEMS, INC.®
Your Pathway to Connectivity

Direct: (678) 205-2563
phillip.cohen@netplanner.com

NetPlanner Systems, Inc. will exchange any defective equipment at no labor cost for a period of 30 days. After 30 days, the Customer is responsible for exchanging defective equipment. NetPlanner Systems, Inc. can install exchanged equipment on a time and materials basis.

NetPlanner Systems, Inc. reserves the right to repair or replace defective items and will not compensate others for repair or replacement services.

ACKNOWLEDGEMENTS

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral. This Agreement shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If NetPlanner Systems, Inc.'s proposal is made a part of this Agreement and said proposal contains any terms or conditions inconsistent with the terms and conditions of this Agreement Form, then this Agreement Form shall govern.

ACCEPTANCE

NetPlanner Systems, Inc. is hereby authorized to perform the work as specified. Payment shall be made as outlined above. Customer agrees this proposal constitutes in its entirety all that will be provided by NetPlanner Systems, Inc. Customer's signature certifies acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

If this proposal is distributed by e-mail, then replying to such e-mail with the subject or message "I Accept" or any request by the Customer for NetPlanner Systems, Inc. to begin work on this project will constitute full acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

Atlanta, GA • Augusta, GA • Columbus, GA • Savannah, GA • Fayetteville, NC

Corporate Headquarters:

3145 Northwoods Parkway, Suite 800 • Norcross, GA 30071
Office: (770) 662-5482 • Fax (770) 441-3773 • Toll-Free: (800) 795-1975

www.netplanner.com



NetPlanner
SYSTEMS, INC.[®]
Your Pathway to Connectivity

Direct: (678) 205-2563
phillip.cohen@netplanner.com

Customer

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

NetPlanner Systems, Inc.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

RE: PC19370-SEC Alpharetta City Hall Cameras and Readers

Atlanta, GA • Augusta, GA • Columbus, GA • Savannah, GA • Fayetteville, NC

Corporate Headquarters:

3145 Northwoods Parkway, Suite 800 • Norcross, GA 30071
Office: (770) 662-5482 • Fax: (770) 441-3773 • Toll-Free: (800) 795-1975

www.netplanner.com

AGENDA ITEM SUMMARY

December 13, 2021

ITEM NUMBER:

8

ITEM SUMMARY:

Presentation of Carl Vinson Institute of Government, Certified Government Chief Information Officer (CGCIO) certification to Brian Linton of the Technology Services Department.

SPECIAL CONSIDERATIONS OR CONCERNS:

Brian spent the past 12mos working to complete this nationally recognized technology certification. The consortium of universities offering this certification include: Univ of Georgia, Florida State Univ, Univ of North Carolina, Rutgers Univ.

STAFF RECOMMENDATION:

Staff is proud of this accomplishment

FINANCIAL IMPACT:

Funded by Technology Services General Fund.

ATTACHMENTS:

CGCIO flyer

Submitted by:

Steven N. Sikes, Sr - CGCIO™, LGCIO
Director, Technology Services



Carl Vinson
Institute of Government
UNIVERSITY OF GEORGIA

Certified Government Chief Information Officer™

REQUIREMENTS FOR ACCEPTANCE INTO THE PROGRAM

- ✓ Minimum of five years of public or private managerial experience in the technology field
- ✓ Minimum 4-year degree from an accredited institution of higher learning
- ✓ Agree to a self-enforced code of ethics
- ✓ At least one letter of approval for participation from a supervisor, or city or county leader
- ✓ Completion of a formal application (to be provided) stating your purpose for enrolling in the program, what you will bring to the class, and your overall expectations
- ✓ Ability to pay tuition in full upon acceptance of application and registration

Send completed application to: Dr. Marci Campbell at mfp@uga.edu.

** Request for waivers are available on the program application.*

CGCIO™ INSTRUCTORS/LECTURERS



Dr. Marci Campbell, CVIOG trainer and CGCIO™ program developer, has more than 20 years of experience in education, with expertise in curriculum development. She provides training to state and local governments in areas such as leadership, organizational development, and special topics.

email: mfp@uga.edu
phone: 706.207.0037

On an as-needed basis, instructors from the University of Georgia, Dr. Alan Shark of the Public Technology Institute, and GA GMIS will provide guest lecturers and technical discussions.

The CGCIO™ program includes

240 LEARNING CREDIT HOURS*

18 Hours

Online moderated sessions held 2 hours per month—includes the course orientation

16 Hours

Online collaboration with peer group

40 Hours

Independent Capstone Project

54 Hours

In-person classes held at three semi-annual education conference events (GA GMIS conference)

100 Hours

On-going readings, written assignments, and developmental assessments

12 Hours

Two online CVIOG courses: Introductory Budget and Human Resources

Certification

** Attendance and participation are required for all activities, assignments, classes, and sessions*

AGENDA ITEM SUMMARY

Date: 12/13/2021

Item Number: 11

ITEM SUMMARY:

The request for Case #211005 (Deborah Davis for McDonough First Baptist Church Mission House) is for a rezoning from O-I (Office/Institutional to R-85 (Single Family Residential). The subject property recognized as Tax Parcel ID # (M09-07014000).

SPECIAL CONSIDERATIONS OR CONCERNS:

Said application is to be processed in accord with schedule herein:

- 11/09/21 Municipal Planning Commission Workshop
- 11/09/21 Municipal Planning Commission Public Review
- 11/15/21 City Council Workshop
- 12/13/21 City Council Public Hearing & Vote

RECOMMENDATION (Community Development Director):

MPC (12/13/20 Meeting)

Rezoning - Scott Reeves made motion for approval of the zoning, Ricky Beauchamp seconded.

Vote: 6-0: Approved

CDD –Approval as requested by Applicant with Stipulations.

ATTACHMENTS:

- ORD #21-12-13001(Z)
- P/Z Final Staff Report

Submitted by:

Charles Reese, Community Development Director

Diane Johnson, City Planner

**STATE OF GEORGIA
CITY OF MCDONOUGH**

ORDINANCE NO. 21-12-13001(Z)

AN ORDINANCE, PURSUANT TO MCDONOUGH CODE OF ORDINANCES SECTION 17.104.020(A)(1), AMENDING THE ZONING MAP OF THE CITY OF MCDONOUGH; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MCDONOUGH AND IT IS HEREBY ORDAINED BY AUTHORITY HEREOF:

SECTION 1.

This ordinance applies to the following real property per the application filed by Deborah Davis for McDonough First Baptist Church – Mission House:

All that lot, tract or parcel of land, otherwise known as a portion of Parcel #M09-07014000, lying and being in Land Lot(s) 134 of the 7th District of Henry County, Georgia, consisting of 0.41 +/- acres and being more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 2.

The above property is hereby zoned R-85 (Single Family Residential), and subject to the new conditions of development contained in Exhibit "B," attached hereto and incorporated herein by reference.

SECTION 3.

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

SECTION 4.

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 5.

This ordinance shall become effective immediately upon adoption.

So ordained this 13th day of December, 2021.

CITY OF MCDONOUGH, GEORGIA

BILLY COPELAND, MAYOR

ATTEST:

APPROVED AS TO FORM:

**CHRISTY TAYLOR, INTERIM CITY
CLERK**

CITY ATTORNEY

Exhibit A
Legal Description (See Attached)

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOTS 133 OF THE 7TH DISTRICT OF HENRY COUNTY, GEORGIA, CONTAINING 0.41 ACRES (17,829 SQ. FT.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A PK NAIL FOUND AT THE INTERSECTION OF BROWN AVE (40' R/W) AND GRIFFIN STREET (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY OF BROWN AVE THE FOLLOWING COURSES AND DISTANCES S89°55'24"W, A DISTANCE OF 193.24 FEET TO A 1/2" REBAR FOUND; THENCE S89°53'35"W, A DISTANCE OF 119.63 FEET TO A 1/2" REBAR FOUND; THENCE S89°54'34"W, A DISTANCE OF 95.70 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 82.47 FEET (SAID ARC HAVING A RADIUS OF 141.68 FEET AND BEING SUBTENDED BY A CHORD BEARING N73°24'55"W WITH A CHORD DISTANCE OF 81.31 FEET) TO A POINT; THENCE N56°44'24"W, A DISTANCE OF 172.93 FEET TO A 1/2" REBAR SET, SAID REBAR BEING THE TRUE POINT OF BEGINNING.; THENCE N56°44'24"W, A DISTANCE OF 112.66 FEET TO A NAIL FOUND; THENCE LEAVING SAID RIGHT-OF-WAY N33°40'23"E, A DISTANCE OF 158.26 FEET TO A 1/2" REBAR SET; THENCE S56°44'24"E, A DISTANCE OF 112.66 FEET TO A 1/2" REBAR SET; THENCE S33°40'23"W, A DISTANCE OF 158.26 FEET TO A 1/2" REBAR SET, SAID REBAR BEING THE TRUE POINT OF BEGINNING.



YEARS

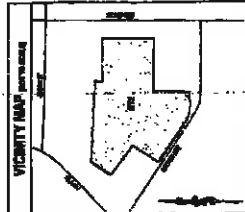
McLure Bass
Consulting, Inc.
Land Use Survey Group
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
(404) 525-1234

WOODHOLM FIRST BAPTIST CHURCH
10000 WOODHOLM DRIVE
HENRY COUNTY, GEORGIA 30540

PROJECT NAME	LOT 154 - 154 - 7TH DISTRICT
CLIENT NAME	WOODHOLM FIRST BAPTIST CHURCH
DATE	10/1/01
DRAWN BY	J. B. BASS
CHECKED BY	J. B. BASS
APPROVED BY	J. B. BASS



1 OF 1



CITY OF WOODHOLM NOTES

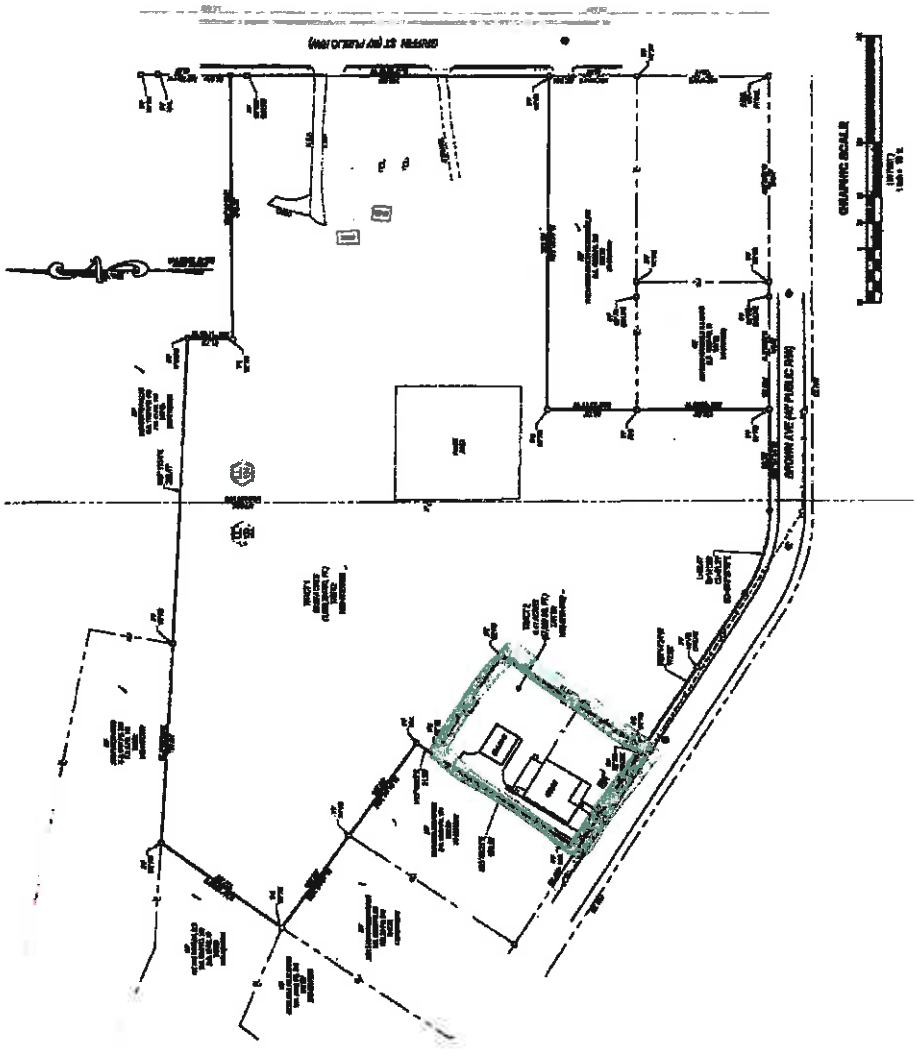
1. The property is located within the City of Woodholm.
2. The property is located within the Woodholm First Baptist Church.
3. The property is located within the 154 - 154 - 7th District.
4. The property is located within the 154 - 154 - 7th District.
5. The property is located within the 154 - 154 - 7th District.

APPROVED

[Signature]

[Signature]

[Signature]



LOT DIVISION PLAT FOR
FIRST BAPTIST CHURCH OF WOODHOLM
LAND LOTS 154 - 154 - 7TH DISTRICT
HENRY COUNTY, GEORGIA

THIS PLAT WAS PREPARED BY
J. B. BASS
CONSULTING, INC.
1000 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309
(404) 525-1234

REFERENCES

FLOOD NOTE

SURVEY NOTES

LEGEND

SURVEY CERTIFICATE

[Signature]

Exhibit B
Conditions of Development

REFER TO FINAL STAFF REPORT



City of McDonough, Georgia

Community Development Department

Rezoning Staff Report *(For Recommendation Only)

Case Petition:**#211005****Applicant:****Deborah Davis for McDonough First Baptist Church
Mission House****Address/Location:****65 Brown Avenue****Council District:****Vacant****Request:****Land Lot/District:****Land Lot(s) 134 of the 7th District****Tract Size:****Approximately 0.41 acres +/- (Parcel # M09-07014000)****Meetings:**

- 11/09/21
- 11/09/21
- 11/15/21
- 12/13/21

Planning Commission Workshop-SPECIAL CALLED
Planning Commission *Public Review*-SPECIAL CALLED
City Council Workshop
City Council "*Public Hearing*"

Community Development Staff recommendation**Staff recommends Approval of the Rezoning to **R-85 Single Family Residential**.****The rezoning request is to allow the site to continue to be a single family residential land use.**

Background Information-Originally 6.92 acres (parcel #M09-07006000)/ Lot has been split into 2 lots. New parcel #M09-07014000 with .41 acres



Professional Staff (City/Henry County/State) Analysis:

Section 17.104.050 Review by other agencies

- Police Chief (Mr. Ken Noble) – Not applicable at this time
- Fire Chief (Mr. Steve Morgan) – Not applicable at this time
- City Engineer (Mr. Mark Whitley) - Not applicable at this time
- Building Official (Mr. Mark Dobson) – Not applicable at this time
- Public Works Director (Mr. Ronnie Thompson) – Not applicable at this time
- Henry County Board of Education (Ms. April Brown) - Not applicable at this time
- Henry County Dept. of Transportation (Mr. David Simmons) - Not applicable at this time
- Henry County Environmental Health Dept. (Ms. Glenda Scott) - Not applicable at this time
- Henry County Water Authority (Ms. Fritz Jacques) - Not applicable at this time
- Georgia Department of Transportation (Mr. Donald Wilkerson) - Not applicable at this time

Infrastructure: Water Service: City of McDonough
 Sewer Service: City of McDonough
 Electricity: Georgia Power
 Telephone: N/A
 Cable Television: N/A

Staff Analysis: (Refer to Chapter 17.104 Amendments)

Section 17.104.048 Standards of Review for Rezoning

- **A(1.)** The subject property is bordered by the following (refer to Zoning Maps):
 - North Boundary**
Zoning: O-I (Office/Institutional)
Land Use: Church
 - East Boundary**
Zoning: O-I (Office/Institutional)
Land Use: Single Family Residential
 - South Boundary** Zoning: RM-75
Land Use: Single Family Residential
 - West Boundary**
Zoning: O-I
Land Use: Appears to be Single Family Residential
- **A(2.)** The possible creation of an isolated district unrelated to adjacent and nearby districts;
Answer: No - Land use is consistent with surrounding zoning
- **A(3.)** The population density pattern and possible increase or overtaxing load on public facilities including, but not limited to, schools, utilities, and streets;
Answer: No.
- **A(4.)** The cost of the City and other governmental entities in providing, improving, increasing, or maintaining public utilities, schools, streets, and other public safety measures;
Answer: No

- **A(11.)** The relation that the proposed Zoning Map amendment bears to the purpose of the overall zoning scheme, with due consideration given to whether or not the proposed change will help carry out the purposes of these regulations;
Answer: The proposed development reflects the purpose and intent of the zoning regulations.
- **A(12.)** Applications for a Zoning Map amendment which do not contain specific site plans carry a rebuttal presumption that such rezoning shall adversely affect the zoning scheme;
Answer: Applicant submitted photos of the existing, as built conditions present on-site and proposed parking.
- **A(13.)** The consideration of the preservation of the integrity of residential neighborhoods shall be considered to carry great weight;
Answer: The proposed development is not expected to adversely affect the integrity of the residential properties
- **A(14.)** In those instances in which property fronts a major thoroughfare and also adjoins an established residential neighborhood, the factor or preservation of the residential area shall be considered to carry great weight.
Answer: The proposed development, inclusive of the stipulations recommended by staff, is expected to provide an effective land use transition.

Final Staff Recommendation by: Charles Reese, Community Development Director

Staff recommends *Approval of the rezoning* to R-85 (Single Family Residential) from O-I (Office/Institutional)

Reasonable Conditions

- Site is to continue to be utilized as a single family residence.