



GWINNETT COUNTY
BOARD OF COMMISSIONERS

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.7000 | F: 770.822.7097
GwinnettCounty.com

Nicole L. Hendrickson, Chairwoman
Kirkland Dion Carden, District 1
Ben Ku, District 2
Jasper Watkins III, District 3
Matthew Holtkamp, District 4

Work Session Agenda
Tuesday, August 19, 2025 - 10:00 AM

I. Call To Order

II. Approval of Agenda

III. New Business

1. Commissioners

2025-0879 Approval of a recommendation to appoint Dr. Denise Pecht to the Hospital Authority of Gwinnett County, Georgia as the Gwinnett County Board of Commissioners – District 4 Appointment. Incumbent Iris Hamilton. Term expires September 30, 2028.

2. Administrative Office of the Court/Phil Boudewyns

2025-0826 Award SS028-25, purchase of Reconnect engagement application on an annual contract (August 19, 2025 through August 18, 2026), to Reconnect, Inc., base amount \$182,200.00. (Recommendation: Award)

3. Community Services/Lindsey Jorstad

2025-0808 Approval to accept a \$10,000.00 donation from MÁS+ by Messi. This donation will be used to support Live Healthy Gwinnett's Be Active Gwinnett mobile recreation program. (Recommendation: Approval)

Work Session Agenda
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III. New Business

4. Financial Services/Russell Royal

2025-0777 Approval/authorization of a Resolution establishing the 2025 millage rates; authorizing the levy of taxes within Gwinnett County; and authorization for the Chairwoman to execute any and all documents related to the millage rates and digest submission to the Georgia Department of Revenue. Subject to approval as to form by the Law Department.

5. Information Technology Services/Dorothy Parks

2025-0824 Approval to renew SS010-17, purchase of portable radios and accessories for the Gwinnett County 800 MHz radio system on an annual contract (August 19, 2025 through August 18, 2026), with Motorola Solutions, Inc., base amount \$688,264.93. (Recommendation: Approval)

6. Law Department/Michael P. Ludwiczak

2025-0870 Approval of the settlement of the claim of Fortune Barrios for the sum of \$500,000.00. Subject to approval as to form by the Law Department.

2025-0871 Approval of the settlement of the claim of Stephanie Barrios for the sum of \$150,000.00. Subject to approval as to form by the Law Department.

2025-0836 Approval/authorization of a Resolution approving the sale of 0.59 acres, more or less, of property located at 2407 Main Street, Duluth, Georgia, being known as Tax Parcel Identification Number R7205 001, by the Gwinnett County Water and Sewerage Authority, as seller, to the City of Duluth, as buyer; authorizing the execution and delivery of a 2025 Supplemental Lease Contract between Gwinnett County and the Gwinnett County Water and Sewerage Authority relating to the sale of such property; and for other related purposes.

7. Parks and Recreation/Chris Minor

2025-0762 Approval/authorization for the Chairwoman to execute a Lease Agreement with American Legion Post 232, Inc. for the use of office space at the Gwinnett Historic Courthouse. Subject to approval as to form by the Law Department. (Recommendation: Approval)

8. Police Services/James D. McClure

2025-0784 Award SS024-25, provision of 911 call handling system maintenance, to AT&T Enterprises, LLC, in the amount of \$257,064.00. (Recommendation: Award)

III. New Business

8. Police Services/James D. McClure

2025-0760 Approval/authorization for the Chairwoman to execute an Intergovernmental Agreement with Gwinnett Technical College for the use of the county-owned 800 MHz system, at no cost. Subject to approval as to form by the Law Department. (Recommendation: Approval)

2025-0768 Approval/authorization for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Gateway85 Community Improvement District for Flock cameras and related services. (Recommendation: Approval)

2025-0769 Approval/authorization for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Sugarloaf Community Improvement District for Flock cameras and related services. (Recommendation: Approval)

2025-0770 Approval/authorization for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Gwinnett Place Community Improvement District for Flock cameras and related services. (Recommendation: Approval)

2025-0771 Approval/authorization for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Evermore Community Improvement District for Flock cameras and related services. (Recommendation: Approval)

9. Sheriff/Keybo Taylor

2025-0829 Award BL077-25, Gwinnett County Sheriff's Office boiler replacement, to John F. Pennebaker Company, Inc., amount not to exceed \$938,235.00. Contract to follow award. (Recommendation: Award)

10. Support Services/Ron Adderley

2025-0707 Award BL080-25, preventive maintenance and repair of emergency generators on a multi-year contract, to Nixon Power Services, LLC. The initial term of this contract shall be August 19, 2025 through December 31, 2025, base bid \$323,035.89. This contract may be automatically renewed on an annual basis for a total lifetime contract term of five (5) years, total base bid \$4,273,923.89. (Recommendation: Award)

2025-0810 Award BL075-25, Gwinnett County facilities monument sign project, to United Signs, LLC, amount not to exceed \$198,000.00. Contract to follow award. (Recommendation: Award)

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III. New Business

10. Support Services/Ron Adderley

2025-0804 Approval to renew BL067-21, HVAC system maintenance services at various County facilities on an annual contract (October 1, 2025 through June 30, 2026), with United Maintenance, Inc., base bid \$582,460.50. (Recommendation: Approval)

11. Transportation/Edgardo Aponte

2025-0791 Award BL073-25, Ingram Road at Bromolow Creek Tributary design/build bridge replacement project, to E.R. Snell Contractor, Inc., in the amount of \$2,629,972.00. Contract to follow award. This project is funded by the 2023 SPLOST Program. (Recommendation: Award)

2025-0774 Approval to renew BL103-23, provision of sidewalk trip hazard removal services on an annual contract (September 20, 2025 through September 19, 2026), with Georgia Safe Sidewalks, LLC, base bid \$210,000.00. (Recommendation: Approval)

2025-0821 Approval to renew BL066-24, purchase of LED street signs on an annual contract (September 17, 2025 through September 16, 2026), with Florida Transcor, Inc., base bid \$150,000.00. This contract is funded by the 2017 SPLOST Program. (Recommendation: Approval)

2025-0823 Approval to renew BL086-23, purchase of centerline and crosswalk paint on an annual contract (November 7, 2025 through November 6, 2026), with LBS Enterprises, LLC dba Allstates Coatings Company, base bid \$200,000.00. (Recommendation: Approval)

2025-0805 Approval/authorization to apply for and accept, if awarded, Federal Transit Administration FY2025 Section 5307 and 5339 formula grant funds, in the total amount of \$8,470,786.00 with a required local match of \$2,117,696.50. These grant funds will provide Federal assistance for operating expenses, required safety and security expenditures, and bus/infrastructure purchases. Approval/authorization for the Chairwoman, or designee, to execute any and all related documents. (Recommendation: Approval)

2025-0809 Approval/authorization for the Chairwoman to execute a Memorandum of Understanding with the Atlanta-Region Transit Link Authority and Gwinnett County for a regional automated fare collection system 2.0. (Recommendation: Approval)

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III. New Business

12. Water Resources/Rebecca Shelton

2025-0741 Award BL072-25, Buford Highway cast iron pipe replacement – Section B, to The Dickerson Group, Inc., amount not to exceed \$6,247,290.57. Contract to follow award. (Recommendation: Award) (Water and Sewerage Authority Approved on August 11, 2025, Vote 4-0.)

2025-0756 Award SS025-25, provision of licensing and support for the Maximo system on an annual contract (October 1, 2025 through December 31, 2026), to International Business Machines Corporation, base amount \$154,511.50. (Recommendation: Award)

2025-0773 Award BL012-25, replacement of large water meters, 3" or larger, on an annual contract (August 19, 2025 through August 18, 2026), to The Dickerson Group, Inc., as the primary service provider, and Civil Construction & Utilities, LLC, as the secondary service provider, base bid \$480,000.00. (Recommendation: Award)

2025-0792 Award BL049-25, purchase and installation support of circular clarifier drives at Lanier Filter Plant, to Sentry Equipment Corp., amount not to exceed \$208,458.42. Contract to follow award. (Recommendation: Award)

2025-0793 Award BL050-25, purchase and installation support of lobe pumps at Lanier Filter Plant, to Boerger, LLC, amount not to exceed \$112,120.37. Contract to follow award. (Recommendation: Award)

2025-0819 Award BL051-25, purchase and installation support of inclined plate settlers at Lanier Filter Plant, to Jim Myers and Sons, Inc., amount not to exceed \$1,033,312.00. Contract to follow award. (Recommendation: Award) (Water and Sewerage Authority Approved on August 11, 2025, Vote 5-0.)

2025-0822 Award BL047-25, purchase and installation support of rapid and flocculator mixers at Lanier Filter Plant, to SPX Flow, LLC, amount not to exceed \$616,635.98. Contract to follow award. (Recommendation: Award) (Water and Sewerage Authority Approved on August 11, 2025, Vote 5-0.)

2025-0725 Approval to renew BL089-22, inspection and exercising of water and sewer valves on an annual contract (September 21, 2025 through September 20, 2026), with Pure Technologies U.S., Inc. dba Wachs Water Services, base bid \$2,200,000.00. (Recommendation: Approval) (Water and Sewerage Authority Approved on August 11, 2025, Vote 5-0.)

Work Session Agenda
Tuesday, August 19, 2025 - 10:00 AM
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III. New Business

12. Water Resources/Rebecca Shelton

2025-0753 Approval to renew SS029-23, purchase of components, software, system maintenance and service for the Invensys-Foxboro control system on an annual contract (August 19, 2025 through August 18, 2026), with Schneider Electric Systems USA, Inc., base amount \$300,000.00. (Recommendation: Approval)

IV. Adjournment

MEMORANDUM

To: Chairwoman Hendrickson
District 1 Commissioner Carden
District 2 Commissioner Ku
District 3 Commissioner Watkins
District 4 Commissioner Holtkamp

From: Ashia Gallo, Communications Department

The following item(s) will be on the agenda for the BOC business session on **August 19, 2025**, under the item of business announcements as a resolution of recognition, award, etc., as indicated:

- 1) **Proclamation:** Celebrating Ms. Rubye Neal's 90th Birthday
Requested by: Chairwoman Nicole Love Hendrickson
Attendee(s): Ms. Rubye Neal, her family and loved ones, and other community leaders
Presented by: Chairwoman Nicole Love Hendrickson
- 2) **Proclamation:** Recognizing National Nonprofit Day – August 17, 2025
Requested by: Renee Byrd-Lewis, Gwinnett Coalition President and CEO
Attendee(s): Representatives from Gwinnett Coalition
Presented by: Chairwoman Nicole Love Hendrickson
- 3) **Proclamation:** Recognizing National Fentanyl Prevention and Awareness Day – August 21, 2025
Requested by: Amira Abdulhafid, GUIDE, Inc. Program Director for Suicide Prevention
Attendee(s): Representatives from GUIDE, Inc.
Presented by: District 3 Commissioner Jasper Watkins III

cc:	Glenn Stephens	Betrand Williams
	Buffy Rainey	Arteen Patterson
	Joe Sorenson	Hunter Coleman
	Heather Sawyer	Neshanta Banks
	Kimberly Banner	Katie Gill
	Tina King	Tammy Gibson
	Carli Primavera	Jeanie Donaldson
	Lauren Gamel	Lindsey Gravitt

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250879			

Department:	Commissioners	Date Submitted:	08/15/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	tegibson	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:		Locked by Purchasing	No
<p>of a recommendation to appoint Dr. Denise Pecht to the Hospital Authority of Gwinnett County, Georgia as the Gwinnett County Board of Commissioners – District 4 Appointment. Incumbent Iris Hamilton. Term expires September 30, 2028.</p>			
Attachments	None		
Authorization:	Chairwoman's Signature?	No	
Staff Recommendation			
BAC Action:			
Department Head			
Attorney			
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Finance Comments				FinDir's Initials

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; padding: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250826			

Department:	Administrative Office of the Court	Date Submitted:	07/29/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Public Hearing:			
Submitted By:	Purchasing - Brandi Cantie - BW	Multiple Depts?	No
Agenda Type	Award		

Item of Business:	Locked by Purchasing
No	

Attachments	Summary Sheet, Justification Letter, Justification Support
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Award
BAC Action:	
Department Head	PMBoudewyns (8/4/2025)
Attorney	jjkandel (8/11/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$182,200	brainey (8/8/2025)

Finance Comments	*The current balance in General Operating Expenses is checked as items are purchased. For FY2025, \$60,733 is allocated. For FY2026, \$121,467 is subject to budget approval.	FinDir's Initials raroyal (8/8/2025)
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☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	
Action	<input style="width: 90%;" type="text" value="New Item"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – SS028-25
Purchase of Reconnect Engagement Application on an Annual Contract

PURPOSE:	This contract will leverage the customized randomized drug testing engine in Drug and DUI Court as well as provide tools for communication, monitoring, and compliance verification improving efficiency for case managers.
LOCATION:	Administrative Office of the Court
AMOUNT TO BE SPENT:	\$182,200.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A*
AMOUNT SPENT PREVIOUS CONTRACT:	N/A*
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A*
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 19, 2025 through August 18, 2026

COMMENTS: *This is a new annual contract.



PHILIP BOUDEWYNS
COURT ADMINISTRATOR
770.822.8564

ACCOUNTABILITY COURTS
770.822.8558

COURT SERVICES
770.822.8574

HUMAN RESOURCES &
FINANCE
770.822.8287

INDIGENT DEFENSE
770.822.8523

INFORMATION
TECHNOLOGY
770.822.8680

JURY
770.822.8562

JUVENILE COURT
770.619.6544

LAW LIBRARY
770.822.8571

MEDIATION/ADR
770.822.8587

RECORDER'S COURT
770.619.6544

GWINNETT COUNTY JUSTICE
& ADMINISTRATION CENTER
75 Langley Drive
Lawrenceville, GA 30046
O: 770.822.8552
F: 770.822.8566
CourtInfo@GwinnettCounty.com

Gwinnett Judicial Circuit Administrative Office of the Court

TO: Bethany White
Purchasing Division, DoFS

THROUGH: Philip Boudewyns, Court Administrator *Philip Boudewyns*
Administrative Office of the Court

FROM: Priscilla Daniels, Director *Priscilla Daniels*
Accountability Courts

SUBJECT: Recommendation to Award SS028-25 Purchase of
the Reconnect Engagement Application on an
Annual Contract

DATE: July 25, 2025

REQUESTED ACTION

The Administrative Office of the Court (AOC) recommends the award of the above referenced contract with Reconnect, Inc in the amount of \$182,200.00.

DESCRIPTION

The Gwinnett County Accountability Courts have successfully utilized the Basic+ feature of the Reconnect Engagement Application on an informal trial basis, leveraging its customized randomized drug testing engine to send notifications to participants in our Drug and DUI Courts. Upgrading to the Full Engagement Application will not only expand user capacity but also provide enhanced tools for communication, monitoring, and compliance verification, significantly improving efficiency for court case managers.

Without the Reconnect platform, communication with participants is limited to email, phone calls, and in-person meetings, which also serve as the primary means of verifying compliance with curfews and location restrictions. These manual methods are both resource-intensive and heavily constrained by the availability of AOC and Sheriff's Office staff. Transitioning to a Full Engagement Application contract for the Reconnect platform is essential to ensure continued compliance with the certification standards established by the Council of Accountability Court Judges and Adult Felony Courts.



FINANCIAL

1. Estimated amount to be spent: \$182,200.00
2. Projected amount to be spent previous contract period: \$0
3. Do total obligations agree with "Action Requested"? Yes X No ____
4. Budgeted: Yes X No ____
5. Contact Name: Priscilla Daniels Contact Phone: 770-822-8558
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	121000	29000034	50401401		\$ 60,733.00	33%
2026	001	121000	29000034	50401401		\$ 121,467.00	67%
					Total	\$ 182,200.00	100%

Transfer

Required: Yes No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount







SS028-25 rec letter 07.30.25

Final Audit Report

2025-07-30

Created:	2025-07-30
By:	Kimberly Ciccaglione (gwinnettaoc@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAExXt4Y-idSb0ettFpahonBa8fXyobALo

"SS028-25 rec letter 07.30.25" History

-  Document created by Kimberly Ciccaglione (gwinnettaoc@gmail.com)
2025-07-30 - 1:39:34 PM GMT
-  Document emailed to Phil Boudewyns (phil.boudewyns@gwinnettcountry.com) for signature
2025-07-30 - 1:40:05 PM GMT
-  Document emailed to Priscilla Daniels (priscilla.daniels@gwinnettcountry.com) for signature
2025-07-30 - 1:40:05 PM GMT
-  Email viewed by Priscilla Daniels (priscilla.daniels@gwinnettcountry.com)
2025-07-30 - 2:02:19 PM GMT
-  Document e-signed by Priscilla Daniels (priscilla.daniels@gwinnettcountry.com)
Signature Date: 2025-07-30 - 2:02:38 PM GMT - Time Source: server
-  Email viewed by Phil Boudewyns (phil.boudewyns@gwinnettcountry.com)
2025-07-30 - 2:18:44 PM GMT
-  Document e-signed by Phil Boudewyns (phil.boudewyns@gwinnettcountry.com)
Signature Date: 2025-07-30 - 2:18:53 PM GMT - Time Source: server
-  Agreement completed.
2025-07-30 - 2:18:53 PM GMT



Gwinnett

GWINNETT COUNTY
FINANCIAL SERVICES | PURCHASING
SOLE SOURCE APPROVAL FORM

About this form: Sole Source procurement may be used to purchase goods/services from a single source, when only one vendor possesses the unique and singularly available capability to meet the requirement, with pre-approval from the Purchasing Division through a Sole Source Approval Form. Return the completed form and supporting documentation to the Purchasing Division for consideration. Refer to Purchasing Ordinance Part 3, Section VI for more information. If an agenda request is required, the Purchasing Division will prepare the agenda request.

Requesting Department: Courts Purchasing Associate: Dana Garland

Description of proposed procurement:

Software-Application Reconnect Engagement Full Application Expansion for use in Accountability Courts with the Administrative Office of the Courts.

Reason for sole source request:

The Accountability Courts, under the Administrative Office of the Courts (AOC), currently utilize the Basic+ plan of the Reconnect Engagement application to randomly select participants for drug testing and issue notifications. This subscription was procured under emergency conditions after the previous vendor was unable to continue due to IT security breaches. While the Basic+ plan has provided significant improvements over the prior contract, it is limited to 250 user licenses, 225 of which are currently in use, putting us near capacity.

Communication with participants without the Reconnect platform is limited to email, phone calls, and in-person meetings, which also serve to verify compliance with curfews and location restrictions. These manual methods are resource-intensive and constrained by AOC and Sheriff's Office staff availability.

Upgrading to the full Reconnect Engagement application will expand user capacity and provide enhanced tools for communication, monitoring, and compliance verification. This upgrade is necessary to maintain adherence to certification standards set by the Council of Accountability Court Judges and Adult Felony Courts.

This expansion to the full Reconnect Engagement application is fully supported by the Superior and State Court Judges, including those presiding over the Accountability Courts.

Sole Source Provider: Reconnect, Inc To be competitively procured? ☐ Yes ☒ No

This investment will reduce staff time spent on manual communication and compliance verification while enhancing operational efficiency.

Additional costs/savings: Upgrading to the full Reconnect Engagement application will allow 219 more users and provide case managers with enhanced tools, improving operational efficiency and participant oversight.

Benefits to the County: _____

Anticipated annual expenditure: \$182,200

Requested validity period: Five Years Submitted by: Laurie Clinger Date: 7/9/2025

Department Director Approval: Philip Bondewyns Date approved: Jul 9, 2025

Required Attachments: Unexpired quote; sole source letter from sole source provider; other supporting documentation

PURCHASING DIVISION USE ONLY BELOW THIS LINE

Purchasing Director Approval: Holly Cafferty Date approved: 7/17/25 Expiration Date: 7/17/30

Anticipated agenda date if Board of Commissioners Approval is required: _____

RECONNECT

A PUBLIC BENEFIT CORPORATION

Gwinnett County - GA Core

Quote created: April 30, 2025 Reference: 20250430-095539654

Gwinnett County
75 Langley Drive
Lawrenceville, GA 30046
United States

Laurie Clinger
laurie.clinger@gwinnettcountry.com
770.822.5427

Priscilla Daniels
priscilla.daniels@gwinnettcountry.com
(770) 822-8558

Comments

Sean Shea - "Business Development" Reconnect, Inc.



Products & Services

Reconnect Engagement Application

1 x \$2,000.00 / month
for 1 year

Note: Option to add 24/7 Location Monitoring- \$1/day of use/participant

Monthly subtotal	\$2,000.00
Total	\$2,000.00
Total contract value	\$24,000.00

This quote expires on October 31, 2025

Purchase terms

**Billing occurs monthly on the first. There is a monthly minimum of \$100.
Pricing is based on the number of participants quoted.**

Questions? Contact me



Sean Shea

"Business Development"

sean.shea@reconnect.io

+19194360222

Reconnect, Inc.

1 Faraday Drive Suite 9

Cumberland, Maine 04021

United States

SS028-25

**Purchase of Reconnect Engagement Application on an Annual Contract
Administrative Office of the Courts**

			Reconnect, Inc. (OS)	
ITEM #	DESCRIPTION	APPROX. ANNUAL QTY.	UNIT PRICE	TOTAL PRICE
1	Reconnect Engagement Application (per month)	12 Months	\$2,000.00	\$24,000.00
2	24/7 Location Monitoring (per user per day)	452 EA	\$1.00	158,200.00*
TOTAL			\$182,200.00	

Recommended Vendor:

*452 users for 350 days

Reconnect, Inc.

Attn: Sean Shea

1 Faraday Drive, Suite 9

Cumberland, ME 04021

Phone: 919-436-0222

sean.shea@reconnect.io

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250808			

Department:	Community Services	Date Submitted:	07/25/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	rkmorris	Multiple Depts?	No
Agenda Type	Approval		

Item of Business:	Locked by Purchasing
No	

to accept a \$10,000.00 donation from MÂS+ by Messi. This donation will be used to support Live Healthy Gwinnett's Be Active Gwinnett mobile recreation program.

Attachments	Justification Memo
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	Igjorstad (7/25/2025)
Attorney	abcauthen (8/8/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	General	*	\$10,000	brainey (8/8/2025)

Finance Comments	*Upon approval and receipt of donation, increase revenues and appropriations to incorporate \$10,000 in General Operating Supplies.	FinDir's Initials raroyal (8/8/2025)
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☒ Budget Adjust ☒ Grand Jury


County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session: <input style="width: 100%;" type="text"/> Action: <input style="width: 100%;" type="text" value="New Item"/> Tabled: <input style="width: 100%;" type="text"/> Motion: <input style="width: 100%;" type="text"/> 2nd by: <input style="width: 100%;" type="text"/>	Vote	No Action Taken



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Lindsey Jorstad
Director of Community Services 

FROM: Jason West
Deputy Director of Community Services 

SUBJECT: Accept MÁS+ by Messi \$10,000 Donation

DATE: July 16, 2025

Approval is requested to accept a generous \$10,000 donation from **MÁS+ by Messi** to support **Live Healthy Gwinnett's Be Active Gwinnett** mobile recreation program. Be Active Gwinnett is a community-based initiative focused on reducing childhood obesity by delivering fun, safe, and accessible physical activity opportunities directly into neighborhoods across Gwinnett County—especially underserved areas lacking recreational resources.

This funding will allow us to:

- Purchase additional recreational equipment (e.g., pop-up soccer goals, obstacle course gear, parachutes, basketballs, hula hoops, agility ladders) to enhance Play Day experiences at apartment complexes, mobile homes, afterschool sites, and faith-based facilities.
- Provide healthy snacks and beverages during our community-based programs to promote good nutrition habits among youth.
- Distribute health-focused promotional items that encourage physical activity at home, such as:
 - Jump ropes
 - Sidewalk chalk for outdoor games
 - Mini soccer balls
 - Fitness dice and activity decks
 - Resistance bands for youth
 - Take-home activity books and wellness challenges
- Create inclusive, repeatable play models that empower families to incorporate movement into daily routines outside of structured programming.

By enhancing our mobile recreation capabilities, this donation will directly support improved health outcomes, physical literacy, and long-term wellness for Gwinnett's youth—particularly those who face socioeconomic and environmental barriers to activity.

This donation requires no matching funds. Thank you in advance for your consideration of this impactful contribution.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250777			

Department:	Financial Services	Date Submitted:	07/22/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	agaultney	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	No
<p>of a Resolution establishing the 2025 millage rates; authorizing the levy of taxes within Gwinnett County; and authorization for the Chairwoman to execute any and all documents related to the millage rates and digest submission to the Georgia Department of Revenue. Subject to approval as to form by the Law Department.</p>			
Attachments	Memo, Resolution		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation			
BAC Action:			
Department Head	raroyal (8/15/2025)		
Attorney	grschroff (8/15/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	brainey (8/15/2025)
Finance Comments	*No budget impact			FinDir's Initials
				raroyal (8/15/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; padding: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		



MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Russell Royal 
Director of Financial Services

SUBJECT: Adoption of 2025 Millage Rates
GCID 2025-0777

DATE: August 14, 2025

ITEM OF BUSINESS

Approval/authorization of a resolution establishing the 2025 millage rates; authorizing the levy of taxes within Gwinnett County; and authorization for the Chairwoman to execute any and all documents related to the millage rates and digest submission to the Georgia Department of Revenue. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

Annually, the Board of Commissioners establishes millage rates and provides the authority to levy taxes within the County. As the levying authority, the County also levies taxes which are recommended and established by the Gwinnett County Board of Education.

As required by state law (O.C.G.A 48-5-32), each levying and recommending authority must annually publish the assessed taxable value of all property, the proposed maintenance and operations millage rate, and the assessed taxable value and millage rates for each of the immediately preceding five years. As such, on August 3, 2025, the County advertised in the *Gwinnett Daily Post* a proposed maintenance and operations millage rate and estimated tax digest for 2025, as well as the digest and levy for the past five years. On August 3 and August 10, 2025, the County also advertised a notice of public hearings related to the millage rate. The first and second public hearings were held on August 12 while the third hearing will be held on August 19, 2025.

The Board of Education held three public hearings (two on August 6 and one on August 13) and recommended the millage rates of 18.70 for M&O and 1.45 for bonds on August 13, 2025.

If you have any questions or need additional information, please feel free to contact me.

GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: GWINNETT COUNTY 2025 TAX RESOLUTION

ADOPTION DATE: August 19, 2025

At a regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Nicole L. Hendrickson, Chairwoman		
Kirkland D. Carden, District 1		
Ben Ku, District 2		
Jasper Watkins III, District 3		
Matthew Holtkamp, District 4		

On motion of Commissioner , which carried **0-0**, the Resolution entitled, **Gwinnett County 2025 Tax Resolution**, as set forth below, is hereby adopted:

WHEREAS, each year, the Board of Commissioners establishes millage rates for the County government's tax-related funds; and

WHEREAS, as the levying authority, the County also levies taxes which are recommended and established by the Gwinnett County Board of Education; and

WHEREAS, O.C.G.A. § 48-5-220(20), allows for the County to levy a tax up to one mill to provide for financial assistance for the purpose of developing trade, commerce, industry, and employment opportunities;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Gwinnett County, and it is hereby ordered by the same that for 2025, taxes are hereby levied for the following purposes and in the following specific amounts, the same being levied and collected for said purposes as provided by law:

- Item 1. A tax of 1.00 mills on the Dollar (\$1.00) is levied on all property subject to taxation in Gwinnett County for the purposes of providing Recreation and Park Services and Facilities within the County; and

- Item 2. A tax of 6.950 mills on the Dollar (\$1.00) is levied on all property subject to taxation in Incorporated Gwinnett County; for general county purposes to provide funds for all purposes designated in the Constitution of the State of Georgia of 1983 and particularly Article 9, Section 4, Paragraphs I-III thereof and O.C.G.A. Section 48-5-220; and
- Item 3. A tax of 6.950 mills on the Dollar (\$1.00) is levied on all property subject to taxation in Unincorporated Gwinnett County; for general county purposes to provide funds for all purposes designated in the Constitution of the State of Georgia of 1983 and particularly Article 9, Section 4, Paragraphs I-III thereof and O.C.G.A. Section 48-5-220; and
- Item 4. A tax of 3.20 mills on the Dollar (\$1.00) is levied on all property subject to taxation in the Fire and Emergency Services Special District (unincorporated and incorporated properties in Gwinnett County excluding the City of Loganville); to provide funds necessary for the provision of Fire and Emergency Medical Services as outlined in the series of documents necessary to create a Service Delivery Strategy; and
- Item 5. A tax of 2.90 mills on the Dollar (\$1.00) is levied on all property subject to taxation in the Police Services Special District (unincorporated Gwinnett County and only those cities not providing Police Services; namely the cities of Berkeley Lake, Buford, Dacula, Grayson, Mulberry, Peachtree Corners, Rest Haven, and Sugar Hill); to provide funds necessary for the provision of Police Services as outlined in the series of documents necessary to create a Service Delivery Strategy; and
- Item 6. A tax of 0.36 mills on the Dollar (\$1.00) is levied on all property subject to taxation in Unincorporated Gwinnett County to provide funds necessary for the provision of Development and Code Enforcement Services as outlined in the series of documents necessary to create a Service Delivery Strategy; and
- Item 7. A tax of 0.00 mills on the Dollar (\$1.00) is levied on all property subject to taxation in the portion of incorporated Loganville that lies within Gwinnett County to provide funds necessary for the provision of Emergency Medical Services as outlined in the series of documents necessary to create a Service Delivery Strategy; and
- Item 8. A tax of 0.30 mills on the Dollar (\$1.00) is levied on all property subject to taxation in Gwinnett County to provide funds for financial assistance to the Development Authority of Gwinnett County for economic development purposes in accordance with O.C.G.A § 48-5-220(20); and
- Item 9. With the setting of these rates, the Chairwoman is authorized to execute the certification of the official rates together with any necessary documents pertaining

to the County's established millage rates; and

- Item 10. The Gwinnett County Tax Commissioner is hereby authorized to bill all Gwinnett County Stormwater Fees, Street Light Assessments, Solid Waste Fees, and Speed Hump Assessments on the normal and customary bill for taxes and special assessments; and
- Item 11. The Gwinnett County Board of Education in authorized session on August 13, 2025, recommended and established the Tax Levy for 2025 of a tax of 18.70 mills on the Dollar (\$1.00) on all property subject to taxation in Gwinnett County, excluding the City of Buford, to provide funds for educational purposes, for the purpose of the maintenance and support of education in Gwinnett County and said tax is hereby levied as recommended and established by the Gwinnett County Board of Education; and
- Item 12. The Gwinnett County Board of Education in authorized session on August 13, 2025, recommended and established the Tax Levy for 2025 of a tax of 1.45 mills on the Dollar (\$1.00) on all property subject to taxation in Gwinnett County, excluding the City of Buford, to provide funds for the purpose of the payment of principal and interest on Countywide School Bonds and said tax is hereby levied as recommended and established by the Gwinnett County Board of Education.

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon adoption.

THIS RESOLUTION is adopted the 19th day of August 2025.

GWINNETT COUNTY BOARD OF COMMISSIONERS

By: _____
NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

APPROVED AS TO FORM:

By: _____ (SEAL)

TINA KING, COUNTY CLERK

By: _____

MIKE LUDWICZAK, COUNTY ATTORNEY

Gwinnett County Board of Commissioners Agenda Request

GCID #		Group With GCID #:		<input type="checkbox"/> Grants		<input type="checkbox"/> Public Hearing	
20250824		20250182					
Department:		Information Technology Services			Date Submitted:		07/28/2025
Working Session:		08/19/2025	Business Session:		08/19/2025	Public Hearing:	
Submitted By:		Purchasing - Brandi Cantie - BW			Multiple Depts?		No
Agenda Type		Approval					
Item of Business:				Locked by Purchasing		No	
to renew SS010-17, purchase of portable radios and accessories for the Gwinnett County 800 MHz radio system on an annual contract (August 19, 2025 through August 18, 2026), with Motorola Solutions, Inc., base amount \$688,264.93.							
Attachments		Summary Sheet, Justification Letter, Justification Support					
Authorization:		Chairwoman's Signature?		No			
Staff Recommendation		Approval					
BAC Action:							
Department Head		daparks (8/1/2025)					
Attorney		jjkandel (8/11/2025)					
Agenda Purpose Only							

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Project	*	\$518,731	brainey (8/8/2025)
Yes	Fire & EMS	**	\$45,106	
Yes	Admin Support	**	\$124,428	
Finance Comments	*Amount available in Field Communication Equipment - Police and Net New Vehicles-Sheriff projects. **The current balance in General Operating Expenses is checked as items are purchased. For FY2025, \$583,884 is allocated. For FY2026, \$104,381 is subject to budget approval.			FinDir's Initials
				raroyal (8/8/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held?
Working Session		No Action Taken
Action	New Item	
Tabled		
Motion		
2nd by		

SUMMARY – SS010-17**Purchase of Portable Radios and Accessories for the Gwinnett County 800 MHz Radio System on an Annual Contract**

PURPOSE:	This contract is used for replacement radios and accessories for the Gwinnett County 800 MHz P25 radio system in order to keep the County's public safety system up to date by replacing radios that are reaching end of life.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$688,264.93
PREVIOUS CONTRACT AWARD AMOUNT:	\$909,538.87
AMOUNT SPENT PREVIOUS CONTRACT:	\$909,538.87
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 19, 2025 through August 18, 2026

COMMENTS:



MEMORANDUM

TO: Bethany White, Purchasing Associate II
Purchasing Division, Department of Financial Services

THROUGH: Dorothy Parks, Director/CIO *[Signature]*
Department of Information Technology Services

FROM: Tor Yang, Division Director of Infrastructure *[Signature]*
Department of Information Technology Services

SUBJECT: Recommendation to Renew SS010-17 Purchase of Portable Radios and Accessories for
800 MHz Radio System on an Annual Contract

DATE: July 24, 2025

REQUESTED ACTION:

The Department of Information Technology Services recommends renewal of the above referenced contract with Motorola Solutions, Inc. for the period of August 19, 2025 through August 18, 2026 in the base amount of \$688,264.93.

DESCRIPTION:

The requested funding will include the radios and accessories necessary for maintaining essential communications on Gwinnett County's 800 MHz P25 radio system for the Public Safety and non-Public Safety departments. The radios to be replaced have reached end-of-life support by Motorola and are difficult to maintain and obtain parts for service.

Pricing for the radios during this contract term will include the 27% Georgia State Contract discount, an additional 10% Migration Assurance Plan (MAP) discount.

FINANCIAL:

1. Estimated amount to be spent for current contract: \$688,264.93
2. Projected amount to be spent previous contract period: \$909,538.87
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Constance Clinkscales Contact phone: 770 822-8987
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	406	234000		50701602	T-0323-02-4-02-1	\$467,410.56	67.91%
2025	102	115100	23011001	50404217		\$ 15,560.00	2.26%
2025	665	170000	44400009	50404216		\$ 49,593.91	7.21%
2025	401	219000		50805000	E-0207-01-4-04	\$ 51,319.92	7.45%
2026	102	115100	23011001	50404217		\$ 29,546.07	4.29%
2026	665	170000	44400009	50404216		\$ 69,421.95	10.09%
2026	665	170000	44400015	50701602		\$ 5,412.52	0.79%
Total						\$688,264.93	100.00%

Transfer Required: Yes ☐ No ☒

If Yes, transfer from _____							
Fiscal Year (FY)	Fund	Funding Source	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



QUOTE-3225797
Updated 7.30.25- Gwinnett County
PD: (30) APX 6500 and (50) APX 6000
Radio Quote

Billing Address:
GWINNETT COUNTY BOARD OF
COMMISSIONERS
75 LANGLEY DR
LAWRENCEVILLE, GA 30045
US

Quote Date:07/30/2025
Expiration Date:09/28/2025
Quote Created By:
Parks McIntosh
Account Executive
Parks.McIntosh@
motorolasolutions.com

End Customer:
GWINNETT COUNTY BOARD OF
COMMISSIONERS
Ace Robinson
Ace.Robinson@gwinnettcountry.com

Contract: 36896 - GWINNETT COUNTY
BOARD OF COMMISSIONERS
AGREEMENT: STATE OF GEORGIA

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	30	\$3,764.00	\$2,371.32	\$71,139.60
1a	G831AD	ADD: SPKR 15W WATER RESISTANT	30	\$71.00	\$44.73	\$1,341.90
1b	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	30	\$118.00	\$74.34	\$2,230.20
1c	GA00580AA	ADD: TDMA OPERATION	30	\$530.00	\$333.90	\$10,017.00
1d	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	30	\$1,412.00	\$889.56	\$26,686.80
1e	G67DT	ADD: REMOTE MOUNT E5 APXM	30	\$350.00	\$220.50	\$6,615.00
1f	G78AT	ENH: 3 YEAR ESSENTIAL SVC	30	\$288.00	\$288.00	\$8,640.00
1g	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	30	\$0.00	\$0.00	\$0.00
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	30	\$0.00	\$0.00	\$0.00
1i	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	30	\$607.00	\$382.41	\$11,472.30
1j	GA01670AA	ADD: APX E5 CONTROL HEAD	30	\$767.00	\$483.21	\$14,496.30



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	W22BA	ADD: STD PALM MICROPHONE APX	30	\$85.00	\$53.55	\$1,606.50
1l	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	30	\$388.00	\$244.44	\$7,333.20
1m	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	30	\$0.00	\$0.00	\$0.00
1n	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	30	\$50.00	\$31.50	\$945.00
1o	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	30	\$353.00	\$222.39	\$6,671.70
2	LSV00Q00202A	DEVICE PROGRAMMING	30	\$142.86	\$142.86	\$4,285.80
3	LSV00Q00203A	DEVICE INSTALLATION	30	\$571.43	\$571.43	\$17,142.90
	APX™ 6000 Series	APX6000				
4	H98UCF9PW6BN	PORTABLE RADIO APX6000 700/800 MODEL 2.5	50	\$3,924.00	\$2,472.12	\$123,606.00
4a	H869BZ	SOFTWARE LICENSE ENH: MULTIKEY	50	\$388.00	\$244.44	\$12,222.00
4b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	50	\$118.00	\$74.34	\$3,717.00
4c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	50	\$0.00	\$0.00	\$0.00
4d	QA00785AB	ALT: GPS STUBBY ANTENNA	50	\$21.00	\$13.23	\$661.50
4e	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	50	\$123.59	\$77.86	\$3,893.00
4f	Q361AR	ADD: P25 9600 BAUD TRUNKING	50	\$353.00	\$222.39	\$11,119.50
4g	Q58AL	ADD: 3Y ESSENTIAL SERVICE	50	\$184.00	\$184.00	\$9,200.00
4h	QA00580AC	ADD: TDMA OPERATION	50	\$530.00	\$333.90	\$16,695.00
4i	H38BT	ADD: SMARTZONE OPERATION	50	\$1,412.00	\$889.56	\$44,478.00
4j	QA09113AB	ADD: BASELINE RELEASE SW	50	\$0.00	\$0.00	\$0.00
4k	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	50	\$607.00	\$382.41	\$19,120.50
5	PMNN4486A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION R IP67 3400T	50	\$207.10	\$151.18	\$7,559.00
6	PMMN4060BSP01	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO ACCESSORY-REMOTE SPEAKER MIC, PSM IP55 WITH 3.5MM JACK RX 24IN	50	\$189.52	\$138.35	\$6,917.50



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
7	NNTN8844B	CHARGER, DESKTOP MULTI UNIT 6 W/DISPL, IMPRES 2 US	2	\$1,824.56	\$1,331.93	\$2,663.86
8	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	50	\$199.56	\$145.68	\$7,284.00
9	PMAF4002A	APX 7000 700/800MHZ PSM ANTENNA	50	\$13.87	\$10.13	\$506.50
10	LSV00Q00202A	DEVICE PROGRAMMING	50	\$142.86	\$142.86	\$7,143.00

Grand Total **\$467,410.56(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





QUOTE-3225803
Updated 7.30.25- Gwinnett Police: 8
APX6500 Mobiles

Billing Address:
GWINNETT COUNTY BOARD OF
COMMISSIONERS
Gwinnett County Government:
DOFSTREAS- Treasury Division
75 Langley Drive, 2nd Floor
West, Room 2W664
Lawrenceville, GA 30046
US

Quote Date:07/30/2025
Expiration Date:09/28/2025
Quote Created By:
Parks McIntosh
Account Executive
Parks.McIntosh@
motorolasolutions.com
End Customer:
GWINNETT COUNTY BOARD OF
COMMISSIONERS
Sajjad Salahuddin
sajjad.salahuddin@gwinnettcountry.com
331-321-0033

Contract: Gwinnett County Contract

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	8	\$3,764.00	\$2,317.81	\$18,542.48
1a	G831AD	ADD: SPKR 15W WATER RESISTANT	8	\$71.00	\$43.72	\$349.76
1b	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	8	\$118.00	\$72.66	\$581.28
1c	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/ 240, QMA	8	\$118.00	\$72.66	\$581.28
1d	GA00580AA	ADD: TDMA OPERATION	8	\$530.00	\$326.36	\$2,610.88
1e	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	8	\$1,412.00	\$869.48	\$6,955.84
1f	G67DT	ADD: REMOTE MOUNT E5 APXM	8	\$350.00	\$215.52	\$1,724.16
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	8	\$0.00	\$0.00	\$0.00
1h	QA03399AA	ADD: ENHANCED DATA APX	8	\$177.00	\$108.99	\$871.92
1i	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	8	\$607.00	\$373.78	\$2,990.24
1j	GA01670AA	ADD: APX E5 CONTROL HEAD	8	\$767.00	\$472.30	\$3,778.40



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	W22BA	ADD: STD PALM MICROPHONE APX	8	\$85.00	\$52.34	\$418.72
1l	QA09113AB	ADD: BASELINE RELEASE SW	8	\$0.00	\$0.00	\$0.00
1m	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	8	\$388.00	\$238.92	\$1,911.36
1n	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	8	\$0.00	\$0.00	\$0.00
1o	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	8	\$50.00	\$30.79	\$246.32
1p	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	8	\$353.00	\$217.37	\$1,738.96
1q	G78AT	ENH: 3 YEAR ESSENTIAL SVC	8	\$288.00	\$288.00	\$2,304.00
Product Services						
2	LSV00Q00202A	DEVICE PROGRAMMING	8	\$142.86	\$142.86	\$1,142.88
3	LSV00Q00203A	DEVICE INSTALLATION	8	\$571.43	\$571.43	\$4,571.44
Grand Total				\$51,319.92(USD)		

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Billing Address:
GWINNETT COUNTY POLICE
DEPARTMENT
770 HI HOPE RD
LAWRENCEVILLE, GA 30046
US

Quote Date:07/30/2025
Expiration Date:09/28/2025
Quote Created By:
Parks McIntosh
Account Executive
Parks.McIntosh@
motorolasolutions.com

End Customer:
GWINNETT COUNTY POLICE
DEPARTMENT
Ace Robinson
Ace.Robinson@gwinnettcountry.com

Contract: 36896 - GWINNETT COUNTY
BOARD OF COMMISSIONERS
AGREEMENT: STATE OF GEORGIA

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	PORTABLE RADIO APX6000 700/800 MODEL 2.5	1	\$3,924.00	\$2,472.12	\$2,472.12
1a	H869BZ	SOFTWARE LICENSE ENH: MULTIKEY	1	\$388.00	\$244.44	\$244.44
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
1c	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	1	\$123.59	\$77.86	\$77.86
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	1	\$353.00	\$222.39	\$222.39
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	1	\$184.00	\$184.00	\$184.00
1f	H38BT	ADD: SMARTZONE OPERATION	1	\$1,412.00	\$889.56	\$889.56
1g	QA00580AC	ADD: TDMA OPERATION	1	\$530.00	\$333.90	\$333.90
1h	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1	\$607.00	\$382.41	\$382.41



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	1	\$28.00	\$17.64	\$17.64
2	PMNN4486A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION R IP67 3400T	1	\$207.10	\$151.18	\$151.18
3	LSV00Q00202A	DEVICE PROGRAMMING	1	\$142.86	\$142.86	\$142.86
4	PMMN4060BSP01	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO ACCESSORY-REMOTE SPEAKER MIC, PSM IP55 WITH 3.5MM JACK RX 24IN	1	\$189.52	\$138.35	\$138.35
5	PMAF4002A	APX 7000 700/800MHZ PSM ANTENNA	1	\$13.87	\$10.13	\$10.13
6	NNTN8860B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2, FAST US/NA	1	\$199.56	\$145.68	\$145.68

Grand Total

\$5,412.52(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Billing Address:
GWINNETT COUNTY BOARD OF
COMMISSIONERS
75 LANGLEY DR
LAWRENCEVILLE, GA 30045
US

Quote Date:07/30/2025
Expiration Date:09/28/2025
Quote Created By:
Parks McIntosh
Account Executive
Parks.McIntosh@
motorolasolutions.com

End Customer:
GWINNETT COUNTY BOARD OF
COMMISSIONERS
Ace Robinson
Ace.Robinson@gwinnettcountry.com

Contract: 36896 - GWINNETT COUNTY
BOARD OF COMMISSIONERS
AGREEMENT: STATE OF GEORGIA

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	PMNN4486A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION R IP67 3400T	400	\$207.10	\$151.18	\$60,472.00
2	NNTN8844B	CHARGER, DESKTOP MULTI UNIT 6 W/DISPL, IMPRES 2 US	2	\$1,824.56	\$1,331.93	\$2,663.86
3	30009402007	CABLE, ASSEMBLY,CABLE,RSM REPLACEMENT CABLE 7 INCH COIL	300	\$202.00	\$147.46	\$44,238.00
4	PMLN7901A	PORTABLE CARRY SOLUTION,HOLSTER	100	\$36.98	\$27.00	\$2,700.00
5	NAG4000A	ASSY:APX GPS STUBBY ANTENNA*	100	\$20.80	\$15.18	\$1,518.00
6	PMMN4060BSP01	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO ACCESSORY-REMOTE SPEAKER MIC, PSM IP55 WITH 3.5MM JACK RX 24IN	50	\$189.52	\$138.35	\$6,917.50
7	PMAF4002A	APX 7000 700/800MHZ PSM ANTENNA	50	\$13.87	\$10.13	\$506.50

Grand Total

\$119,015.86(USD)



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





QUOTE-3225813
updated 7.30- Gwinnett Co Fire
Quote- 200 Batteries, 2 APX 6000 XE
and 1 Mobil

Billing Address:
GWINNETT COUNTY BOARD OF
COMMISSIONERS
75 LANGLEY DR
LAWRENCEVILLE, GA 30045
US

Quote Date:07/30/2025
Expiration Date:09/28/2025
Quote Created By:
Parks McIntosh
Account Executive
Parks.McIntosh@
motorolasolutions.com

End Customer:
GWINNETT COUNTY BOARD OF
COMMISSIONERS
Ace Robinson
Ace.Robinson@gwinnettcountry.com

Contract: 36896 - GWINNETT COUNTY
BOARD OF COMMISSIONERS
AGREEMENT: STATE OF GEORGIA

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	1	\$3,764.00	\$2,371.32	\$2,371.32
1a	G831AD	ADD: SPKR 15W WATER RESISTANT	2	\$71.00	\$44.73	\$89.46
1b	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	1	\$118.00	\$74.34	\$74.34
1c	GA00580AA	ADD: TDMA OPERATION	1	\$530.00	\$333.90	\$333.90
1d	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	2	\$18.00	\$11.34	\$22.68
1e	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	1	\$1,412.00	\$889.56	\$889.56
1f	G67DT	ADD: REMOTE MOUNT E5 APXM	1	\$350.00	\$220.50	\$220.50
1g	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	\$288.00	\$288.00	\$288.00
1h	GA00092AU	ADD: APXM DUAL E5 CH	1	\$671.00	\$422.73	\$422.73



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1k	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1	\$607.00	\$382.41	\$382.41
1l	GA01670AA	ADD: APX E5 CONTROL HEAD	1	\$767.00	\$483.21	\$483.21
1m	W22BA	ADD: STD PALM MICROPHONE APX	2	\$85.00	\$53.55	\$107.10
1n	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
1o	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	1	\$388.00	\$244.44	\$244.44
1p	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
1q	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	1	\$50.00	\$31.50	\$31.50
1r	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1	\$353.00	\$222.39	\$222.39
2	LSV00Q00202A	DEVICE PROGRAMMING	1	\$142.86	\$142.86	\$142.86
3	LSV00Q00203A	DEVICE INSTALLATION	1	\$571.43	\$571.43	\$571.43
	APX™ 6000 Series	APX6000 XE				
4	H98UCF9PW6BN	PORTABLE RADIO APX6000 700/800 MODEL 2.5	1	\$3,924.00	\$2,472.12	\$2,472.12
4a	H869BZ	SOFTWARE LICENSE ENH: MULTIKEY	1	\$388.00	\$244.44	\$244.44
4b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	1	\$118.00	\$74.34	\$74.34
4c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
4d	Q361AR	ADD: P25 9600 BAUD TRUNKING	1	\$353.00	\$222.39	\$222.39
4e	QA02006AA	PORTABLE RADIO ENH: APX6000XE RUGGED RADIO	1	\$942.00	\$593.46	\$593.46
4f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	1	\$184.00	\$184.00	\$184.00
4g	QA00580AC	ADD: TDMA OPERATION	1	\$530.00	\$333.90	\$333.90
4h	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	1	\$28.00	\$17.64	\$17.64
4i	H38BT	ADD: SMARTZONE OPERATION	1	\$1,412.00	\$889.56	\$889.56
4j	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4k	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1	\$607.00	\$382.41	\$382.41
5	PMNN4547A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION TIA4950 R IP68 3100T	2	\$213.15	\$155.60	\$311.20
6	LSV00Q00202A	DEVICE PROGRAMMING	1	\$142.86	\$142.86	\$142.86
7	NNTN8863B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2, US/NA/LACR	2	\$199.56	\$145.68	\$291.36
8	PMMN4107C	PORTABLE RSM XE500 GREEN, IP68, NO KNOB	2	\$636.00	\$464.28	\$928.56
9	PMNN4547A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION TIA4950 R IP68 3100T	200	\$213.15	\$155.60	\$31,120.00

Grand Total

\$45,106.07(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250870			

Department:	Law Department	Date Submitted:	08/13/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	dsnighthunder	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	

Item of Business:	Locked by Purchasing
No	

Attachments	Justification Memorandum
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	
BAC Action:	
Department Head	mpludwiczak (8/14/2025)
Attorney	brdempsey (8/15/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Automobile Liability	*	\$500,000	brainey (8/15/2025)

Finance Comments	*Adjust appropriations and revenues as necessary.	FinDir's Initials
		raroyal (8/15/2025)

☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only		PH was Held?
Working Session: <input style="width: 100%;" type="text"/> Action: <input style="width: 100%;" type="text"/> New Item Tabled: <input style="width: 100%;" type="text"/> Motion: <input style="width: 100%;" type="text"/> 2nd by: <input style="width: 100%;" type="text"/>	Vote	<input type="checkbox"/> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*
County Attorney

FROM: Brian R. Dempsey
Deputy County Attorney

SUBJECT: 2025-0870 Claim of Fortune Barrios

DATE: August 13, 2025

ITEM OF BUSINESS

Approval of the settlement of the claim of Fortune Barrios, for the sum of \$500,000.00

BACKGROUND AND DISCUSSION

On May 23, 2024, Fortune Barrios was involved in a vehicle accident with a County-owned motor vehicle. The County employee was listed as the at-fault driver in the accident report. Ms. Barrios sustained bodily injuries from the accident and incurred significant medical expenses. The settlement of this claim would result in a full release of all claims against Gwinnett County and its officers, agents, and employees. Please let us know if you have any questions concerning this matter.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250871			

Department:	Law Department	Date Submitted:	08/13/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	dsnighthunder	Multiple Depts?	
Agenda Type	Approval		

Item of Business:	Locked by Purchasing
No	

of the settlement of the claim of Stephanie Barrios for the sum of \$150,000.00. Subject to approval as to form by the Law Department.

Attachments	Justification Memorandum
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	
BAC Action:	
Department Head	mpludwiczak (8/14/2025)
Attorney	brdempsey (8/15/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Automobile Liability	*	\$150,000	brainey (8/15/2025)

Finance Comments	*Adjust appropriations and revenues as necessary.	FinDir's Initials
		raroyal (8/15/2025)

☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; margin: 0 auto; width: 90%; text-align: center; line-height: 100px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*
County Attorney

FROM: Brian R. Dempsey
Deputy County Attorney

SUBJECT: 2025-0871 Claim of Stephanie Barrios

DATE: August 13, 2025

ITEM OF BUSINESS

Approval of the settlement of the claim of Stephanie Barrios, for the sum of \$150,000.00

BACKGROUND AND DISCUSSION

On May 23, 2024, Stephanie Barrios was involved in a vehicle accident with a County-owned motor vehicle. The County employee was listed as the at-fault driver in the accident report. Ms. Barrios sustained bodily injuries from the accident and incurred significant medical expenses. The settlement of this claim would result in a full release of all claims against Gwinnett County and its officers, agents, and employees. Please let us know if you have any questions concerning this matter.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250836			

Department:	Law Department	Date Submitted:	08/01/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Public Hearing:			
Submitted By:	Michael P. Ludwiczak	Multiple Depts?	
Agenda Type	Approval/authorization		

Item of Business:	Locked by Purchasing	No
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of a Resolution approving the sale of 0.59 acres, more or less, of property located at 2407 Main Street, Duluth, Georgia, being known as Tax Parcel Identification Number R7205 001, by the Gwinnett County Water and Sewerage Authority, as seller, to the City of Duluth, as buyer; authorizing the execution and delivery of a 2025 Supplemental Lease Contract between Gwinnett County and the Gwinnett County Water and Sewerage Authority relating to the sale of such property; and for other related purposes.

Attachments	Justification Memorandum, Maps, and Resolution
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Authorization:	Chairwoman's Signature?	Yes
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Staff Recommendation	
BAC Action:	
Department Head	mpludwiczak (8/11/2025)
Attorney	nlwood (8/15/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Water & Sewer Op	*	*	brainey (8/15/2025)

Finance Comments	*Adjust revenue and appropriation budgets upon sale of property.	FinDir's Initials
		raroyal (8/15/2025)

☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session		<div style="border: 1px solid black; height: 100px; margin-bottom: 5px;">No Action Taken</div>
Action	New Item	
Tabled		
Motion		
2nd by		



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*
County Attorney

FROM: Nathan Wood *NW*
Senior Assistant County Attorney

SUBJECT: Purchase and Sale Agreement for Sale of Surplus Land in Duluth
GCID 2025-0836

DATE: August 8, 2025

ITEM OF BUSINESS

Approval/Authorization of a Resolution approving the sale of 0.59 acres, more or less, of property located at 2407 Main Street, Duluth, Georgia, being known as Tax Parcel Identification Number R7205 001, by the Gwinnett County Water and Sewerage Authority, as seller, to the City of Duluth, as buyer; authorizing the execution and delivery of a 2025 Supplemental Lease Contract between Gwinnett County and the Gwinnett County Water and Sewerage Authority relating to the sale of such property; and for other related purposes.

BACKGROUND AND DISCUSSION

The Gwinnett County Water and Sewerage Authority (the "WSA") currently owns a 0.59 acre parcel of land within the City of Duluth. The parcel was acquired by Gwinnett County in 1957 for the construction of a drinking water booster pump station. The parcel was deeded to the WSA in 1984 after the Authority was established, and is currently leased back to the County as part of the County's water and sewerage system.


The booster pump station on the parcel was decommissioned in 2018, and there are no other improvements located on the property. The City of Duluth expressed an interest in acquiring the property for a maintenance facility, as it sits across the street from their public works building. The property was appraised at a fair market value of \$195,000.00, which Duluth has agreed to pay. Duluth approved the Purchase and Sale Agreement for the property on June 9th, and the WSA will do so on August 11th.

The WSA does not have any current or future plans for this property. This sale represents an opportunity to dispose of surplus property while securing funds to improve the water system. Under the terms of the Supplemental Lease and Memorandum of Understanding between the County and the WSA, the sales proceeds from the property will be reinvested into other water system improvements.





If you have any questions with regard to this matter, please do not hesitate to contact me at 770.822.8709.



LOCATION MAP

 **Duluth Booster Station**

Commission District

-  1
-  2
-  3
-  4



Gwinnett County, GA



Proposed Sale to Duluth
Former Duluth Booster Station Site

0 50 100 200 300 400 Feet



GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: A RESOLUTION APPROVING THE SALE OF 0.59 ACRES MORE OF LESS OF PROPERTY LOCATED AT 2407 MAIN STREET, DULUTH, GEORGIA, BEING KNOWN AS TAX PARCEL IDENTIFICATION NUMBER R7205 001, BY THE GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, AS SELLER, TO THE CITY OF DULUTH, AS BUYER; AUTHORIZING THE EXECUTION AND DELIVERY OF A 2025 SUPPLEMENTAL LEASE CONTRACT BETWEEN GWINNETT COUNTY AND THE GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY RELATING TO THE SALE OF SUCH PROPERTY; AND FOR OTHER RELATED PURPOSES.

ADOPTION DATE: AUGUST __, 2025

At the regular meeting of the Board of Commissioners of Gwinnett County, Georgia held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Nicole L. Hendrickson, Chairwoman		
Kirkland Carden, District 1		
Ben Ku, District 2		
Jasper Watkins III, District 3		
Matthew Holtkamp, District 4		

On the motion of Commissioner _____, which carried by a X-X vote, the following Resolution is hereby adopted:

A RESOLUTION APPROVING THE SALE OF 0.59 ACRES MORE OF LESS OF PROPERTY LOCATED AT 2407 MAIN STREET, DULUTH, GEORGIA, BEING KNOWN AS TAX PARCEL IDENTIFICATION NUMBER R7205 001, BY THE GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, AS SELLER, TO THE CITY OF DULUTH, AS BUYER; AUTHORIZING THE EXECUTION AND DELIVERY OF A 2025 SUPPLEMENTAL LEASE CONTRACT BETWEEN GWINNETT COUNTY AND THE GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY RELATING TO THE SALE OF SUCH PROPERTY; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Board of Commissioners of Gwinnett County, Georgia, upon the advice and recommendation of its financial advisors, and after its own independent extensive study and investigation, has heretofore determined that:

(i) the division between the Gwinnett County Water and Sewerage Authority (the "**Authority**") and Gwinnett County, Georgia (the "**County**") existing prior to November 1, 1985, with respect to the water and sewerage facilities serving the residents of the County resulted in certain inefficiencies; and

(ii) in order to accommodate the then current capital needs with respect to water and sewerage facilities to serve the residents of the County and the anticipated future needs, it was desirable and in the best interest of the citizens of the County, to consolidate the water and sewerage facilities; and

(iii) the public health, public interest and public welfare of the citizens of the County could best be met by consolidating the ownership of the water and sewerage facilities in the Authority and by the Authority leasing such facilities to the County; and

WHEREAS, pursuant to that certain resolution adopted November 20, 1985 (the "**1985 Resolution**"), the Authority combined all of its then existing water facilities, the water and sewerage facilities acquired from the County and any other water and sewerage facilities thereafter acquired, constructed and equipped into a combined water and sewerage system as one revenue producing undertaking and issued its Revenue Refunding and Improvement Bonds, Series 1985 (the "**Series 1985 Bonds**") in the original aggregate principal amount of \$207,612,654.10 to finance such undertaking; and

WHEREAS, the Authority and the County, pursuant to resolutions duly adopted, have heretofore entered into an Amended and Restated Lease Contract, dated as of November 1, 1985, as amended by an Amendment Number One to Amended and Restated Lease Contract dated September 9, 1997 (collectively, the "**1985 Lease**"), pursuant to which the Authority leased the Authority's combined water and sewerage system as then existent and as thereafter added to, extended, improved and equipped (the "**System**") to the County on a net lease basis and the County covenanted to make certain lease payments directly to the Sinking Fund Custodian (as defined in the 1985 Lease) for the account of the Authority from the **Net Revenues** (as defined in the 1985 Lease) derived from the operation of the System in amounts sufficient to enable the Authority to pay the principal of and interest on the Series 1985 Bonds and to pay the principal and interest on any additional parity bonds issued under the 1985 Resolution (collectively, the "**1985 Resolution Bonds**") as same become due and payable, either at maturity or by proceedings for mandatory redemption, and to create and maintain a reserve for such purpose, all as more fully set forth in the 1985 Lease; and

WHEREAS, the 1985 Lease provides for the issuance of indebtedness of the County payable from the Net Revenues and secured by a lien on such Net Revenues expressly junior and subordinate to the lien created under the 1985 Lease to secure payment of the lease payments relating to the 1985 Resolution Bonds; and

WHEREAS, the County and the Authority entered into a Supplemental Lease Contract, dated as of October 1, 2004 (the **"2004 Supplemental Lease"**), pursuant to which the Authority continues to lease the System to the County on a net lease basis and the County, in addition to its covenant under the 1985 Lease to make lease payments relating to the 1985 Resolution Bonds, makes lease payments (the **"Lease Payments"**) relating to the 2004 Indenture Bonds (hereinafter defined) directly to the Sinking Fund No. 2 Custodian (as defined in the 2004 Supplemental Lease) for the account of the Authority from the Net Revenues in amounts sufficient to enable the Authority to pay the principal of and interest on the 2004 Indenture Bonds as the same become due and payable, either at maturity or by proceedings for mandatory redemption, all as more fully set forth in the 2004 Supplemental Lease; and

WHEREAS, the Authority entered into a Trust Indenture dated as of October 1, 2004 (as supplemented, the **"Indenture"**) with The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee (the **"Trustee"**), pursuant to which the Authority issued \$60,000,000 in aggregate principal amount of its Variable Rate Revenue Bonds, Series 2004A, and \$60,000,000 in aggregate principal amount of its Variable Rate Revenue Bonds, Series 2004B (collectively, the **"Series 2004 Bonds"** and together with any Additional Bonds (as defined in the Indenture) issued pursuant to the Indenture, the **"2004 Indenture Bonds"**) in order to provide funds to finance improvements to the System and to pay expenses associated with the issuance of the Series 2004 Bonds; and

WHEREAS, under the terms of the Indenture, the Authority assigned to the Trustee all right, title and interest in the Lease Payments relating to the 2004 Indenture Bonds and, subject and subordinate in all respects to the rights of the owners and holders of the 1985 Resolution Bonds, all right and title and interest in, to and under the hereinafter defined Lease; and

WHEREAS, there are no longer any 1985 Resolution Bonds outstanding and, accordingly, the 2004 Indenture Bonds have or will have a first or prior lien on the Lease Payments and the Lease; and

WHEREAS, the Authority acquired 0.59 acres more or less of land known as Tax Parcel Identification Number R7205 001 (the **"2025 Excluded Facilities"**) in 1952, prior to the 1985 Resolution Bonds; and

WHEREAS, the Authority has informed the County that the Authority proposes to sell the 2025 Excluded Facilities pursuant to the terms of a Purchase and Sale Agreement (the **"Purchase and Sale Agreement"**) between the County and the Authority, as seller, and the City of Duluth, as buyer; *provided that* the sale of the 2025 Excluded Facilities pursuant to the terms of the Purchase and Sale Agreement will be subject to the prior approval thereof by the Board of Commissioners of the County pursuant to this Resolution; and

WHEREAS, in connection with the sale of the 2025 Excluded Facilities, it is proposed that the County enter into a 2025 Supplemental Lease Contract to be dated as of the date that the 2025 Excluded Facilities are sold pursuant to the Purchase and Sale Agreement (the “**2025 Supplemental Lease**” and together with the 1985 Lease and the 2004 Supplemental Lease, as supplemented, the “**Lease**”) with the Authority for the purpose of excluding the 2025 Excluded Facilities from the definition of “Leased Facilities” in the 1985 Lease and the 2004 Supplemental Lease; and

WHEREAS, none of the 1985 Resolution Bonds remain outstanding, and none of the outstanding 2004 Indenture Bonds are in default as to principal and interest; and the County is in compliance with the Lease; and

WHEREAS, after careful study and investigation, the County desires to approve the sale of the 2025 Excluded Facilities pursuant to the terms of the Purchase and Sale Agreement and authorize the execution and delivery of the 2025 Supplemental Lease;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Gwinnett County, Georgia (the “**Governing Authority**”) as follows:

1. Approval of Sale of 2025 Excluded Facilities. The Governing Authority hereby acknowledges receipt of the Resolution adopted by the Authority on August 11, 2025, related to the sale of the 2025 Excluded Facilities and hereby consents to and approves the sale of the 2025 Excluded Facilities pursuant to the terms of the Purchase and Sale Agreement; *provided that* the County hereby represents that the sale of the 2025 Excluded Facilities pursuant to the Purchase and Sale Agreement will not, in any way, adversely affect the revenues of the System; and *provided further* that the County hereby represents and covenants that the proceeds from the sale of the 2025 Excluded Facilities pursuant to the Purchase and Sale Agreement will be used for extensions or improvements to the System.

2. Authorization of 2025 Supplemental Lease. The form, terms, and conditions and the execution, delivery, and performance of the 2025 Supplemental Lease, which has been filed with the County, are hereby approved and authorized. The 2025 Supplemental Lease shall be in substantially the form attached hereto as Exhibit B with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Chairwoman of the Governing Authority.

3. General Authority. The Chairwoman of the Governing Authority is hereby authorized and directed to execute on behalf of the County the 2025 Supplemental Lease, and the County Clerk is hereby authorized and directed to affix thereto and attest the seal of the County, upon proper execution and delivery of the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of the County be required as a prerequisite to the effectiveness thereof, and the County Clerk is authorized and directed to deliver the 2025 Supplemental Lease on behalf of the County to the other parties thereto. The proper officers, directors, agents and

employees of the County, including but not limited to the Chairwoman of the Governing Authority, the Chief Financial Officer and the Director of Financial Services of the County, are hereby authorized, empowered and directed to execute and deliver all such other contracts, agreements, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the sale of the 2025 Excluded Facilities pursuant to the Purchase and Sale Agreement and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

4. Actions Approved and Confirmed. All acts and doings of the officers agents and employees of the County which are in conformity with the purposes and intents of this Resolution and in furtherance of the sale of the 2025 Excluded Facilities pursuant to the Purchase and Sale Agreement and the execution, delivery and performance of the 2025 Supplemental Lease shall, and same hereby are, in all respects ratified, approved and confirmed.

5. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the documents authorizing the sale of the 2025 Excluded Facilities shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the County in his or her individual capacity.

6. Public Inspection of Documents. This Resolution and the 2025 Supplemental Lease, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of the County and made available for public inspection by any interested party immediately following the passage and approval of this Resolution. The Clerk or the Deputy Clerk of the Governing Authority is hereby authorized and directed to furnish a certified copy of this Resolution to the Authority.

7. Repealing Clause. All resolutions or parts thereof of the Governing Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

8. Effective Date. This Resolution shall take effect immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO RESOLUTION]

THIS RESOLUTION is adopted this ____ day of _____, 2025.

**BOARD OF COMMISSIONERS OF GWINNETT COUNTY,
GEORGIA**

By: _____
Nicole L. Hendrickson, Chairwoman

ATTEST:

Tina King, County Clerk

APPROVED AS TO FORM:

Nathan Wood
Senior Assistant County Attorney

EXHIBIT A
FORM OF PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made between the **GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY**, hereinafter referred to as “SELLER”, and the **CITY OF DULUTH**, a Georgia municipal corporation, hereinafter referred to as “PURCHASER”. The Effective Date shall be the date the Agreement is signed by the last party signing the Agreement.

WITNESSETH:

The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all that certain tract of land containing 0.59 acres, more or less, and all improvements and dwellings located thereon, located at 2407 Main Street, in Land Lot 205, 7th District, Gwinnett County, Georgia, being known as Tax Parcel Number R7205 001, the said tract of land and all improvements and dwellings located thereon being hereinafter referred to as the “Premises” and being more particularly described in Exhibit “A”, a copy of which is attached hereto and hereby incorporated by reference as part of this document.

The terms and conditions of this Agreement are as follows:

1. PURCHASE PRICE AND TERMS:

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller agrees to sell the Premises to the Purchaser, and the Purchaser agrees to purchase the Premises under the terms and conditions set forth herein. The purchase price for the Premises shall be ONE HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$195,000.00), which the Purchaser shall pay to Seller at Closing. If Seller refuses or cannot convey unencumbered marketable fee simple title to the Premises as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Purchaser, then this Contract shall terminate. Should Seller refuse to close and Purchaser desires to close, Purchaser shall have the right to pursue specific performance as its sole remedy.

2. PRORATIONS:

Ad valorem taxes, stormwater fees and other similar charges or fees for the current year, if any, shall be prorated as of the date of Closing.

3. TRANSFER TAX:

The parties acknowledge that the transfer of the Premises is exempt from State of Georgia property transfer tax pursuant to O.C.G.A. § 48-6-2(a)(3).

4. **TITLE:**

Real Property. Seller agrees to convey good, marketable, and insurable fee simple title to the Premises by limited warranty deed. For the purposes of this paragraph, a “good, marketable and insurable title” is a title which is insurable by a reputable title insurance company in Atlanta, Georgia, at its standard rates without exception other than any Permitted Exceptions agreed to by the parties. The Permitted Exceptions shall include the matters set forth on Exhibit “B” which is attached hereto and incorporated herein by reference. Purchaser shall have one hundred twenty (120) days after the date of execution of this Agreement in which to examine title. If Purchaser finds any legal defects to title that are unacceptable to the Purchaser, Seller shall be furnished with a written statement hereof and shall have thirty (30) days from the date of receipt of said statement in which to correct the same. If Seller shall fail to correct or satisfy such legal defects within said thirty (30) day period, Purchaser shall have the choice of (a) accepting said Premises with such legal defects or (b) declining to accept said Premises with such legal defects, such choice to be exercised by written notice to Seller mailed within ten (10) days following the end of the thirty (30) day period for correction by Seller of such legal defects.

5. **WARRANTIES & REPRESENTATIONS:**

(a) Seller makes the following warranties and representations, all of which shall survive the closing, delivery of possession, and recording of the deed

i) Title: Seller warrants that Seller presently has good, insurable and marketable title to said Premises and that Seller has the right, power and authority to enter into this Agreement and to sell the Premises in accordance with the terms and conditions herein.

ii) Leases, Contracts: There are no leases, contracts, or other obligations existing with respect to the Premises except the Premises is leased by the Seller to Gwinnett County pursuant to a 1985 Lease, as supplemented. The Seller intends to exclude the Property from the 1985 Lease, as supplemented, by executing a 2025 SUPPLEMENTAL LEASE CONTRACT with Gwinnett County. This Purchase and Sale Agreement is contingent on Gwinnett County approving and signing a 2025 SUPPLEMENTAL LEASE CONTRACT excluding the Property from the 1985 Lease, as supplemented.

iii) To the best of the knowledge, information and belief of Seller, no portion of the Premises is being used, or in any previous time has been used, as a dump or fill or for the disposal, storage, treatment, processing or other handling of hazardous substances and waste.

iv) There are no special assessments against or relating to the Property.

v) No goods or services have been contracted for or furnished to the Property which might give rise to any mechanic’s liens affecting all or any part of the Property.

vi) Seller has not entered into any outstanding agreements of sale, leases, options or other rights of third parties to acquire an interest in the Property other than disclosed herein.

vii) Seller shall not further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms or conditions of any existing leases, contracts or encumbrances, if any, without the written consent of Purchaser.

viii) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Purchaser or disclosed herein.

x) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.

xv.) This Contract has been duly authorized, executed and delivered by Seller and all documents executed by Seller which are to be delivered to Buyer at closing will be (a) duly authorized, executed and delivered by the Seller, (b) the legal, valid and binding obligation of Seller, and (c) sufficient to convey title and do not and at the time of Closing will not violate any provisions of any agreement or judicial order affecting Seller of the Property.

6. INSPECTION:

Purchaser or its agents shall have the right to enter upon the Premises and make inspections, investigations, test borings and boundary line and topographical surveys. To the extent permitted by law, Purchaser agrees to indemnify Seller and hold Seller harmless against all liability, loss, cost, damage and expense (including, without limitation, attorney's fees and cost of litigation) Seller suffers or incurs as a result of said activities of Purchaser, its engineers, surveyors, agents and representatives, upon the Premises.

7. POSSESSION:

Possession of the Premises shall be granted by Seller to Purchaser at closing.

8. SURVEY:

Prior to the date of closing as hereinafter provided, Purchaser may, at Purchaser's expense, cause an accurate survey to be made of the Premises by a reputable surveyor registered as such under the laws of the State of Georgia. All surveys made pursuant to this Paragraph will indicate the acreage of said Premises computed to the nearest one hundredth of an acre and may indicate any easement or right-of-way lying within said Premises.

9. CLOSING:

- (a) Purchaser and Seller shall close the sale contemplated by this Agreement on or before sixty (60) days after expiration of the due diligence period and at such time and place as shall be mutually agreed upon by Seller and Purchaser. Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at the time the sale is consummated.
- (b) Purchaser shall pay all closing costs including, but not limited to, title examination costs, title certification costs, title insurance premiums, recording costs and any other costs incurred by Purchaser in connection with the transaction contemplated herein. Each party shall bear the expense of their own legal counsel.
- (c) At closing, Seller shall execute and deliver or cause to be delivered to Buyer the following original documents:
 - i) A good and marketable Limited Warranty Deed.
 - ii) Owner's Affidavit and additional documents as may be required in such form as is necessary to enable the Buyer to remove any liens and parties in possession exceptions. The affidavit or such additional documents shall run to the benefit of the Buyer and Buyer's Title Company, be in such form and content acceptable to Buyer and Buyer's Title Company and contain without limitation the following information: That:
 - a) There are no outstanding unrecorded contracts of sale, options, leases or other arrangements with respect to the Property to any person other than Purchaser.
 - b) The Property is being conveyed unencumbered except for the Permitted Exceptions, if any.
 - c) No construction or repairs have been made by Seller nor any work done to or on the Property by Seller which have not been fully paid for, nor any contract entered into nor anything done the consequence of which could result in a lien or a claim of lien to be made against the Property.
 - d) There are no parties in possession of the Property being conveyed other than Seller.
 - e) There are no filings in the office of the Clerk of the Courts of Gwinnett County, nor in the office of the Secretary of

State which indicate a lien or security interest in, on or under the Property which will not be released or terminated at Closing.

- iv) All other documents as may be required to be executed and delivered to complete this transaction as contemplated hereunder.

10. SPECIAL STIPULATIONS:

This Agreement is contingent on the approval of the 2025 Supplemental Lease Contract by Gwinnett County and the approval of this Agreement in an open meeting by the Seller and Buyer in accordance with the Georgia Open Meetings Act.

Feasibility Study.

Inspection of Real Property: Notwithstanding any other provisions of this Agreement, Purchaser shall have one hundred twenty (120) days from the date this Agreement is fully executed by all parties to inspect and consider the feasibility of said Premises for Purchaser's intended use. Said feasibility shall apply to title, zoning, all utilities, utility easements, drainage and governmental regulations, including building code regulations, mineral rights and ingress and egress, topography and subsurface rock and other such factors as would be determined by the completion of inspection and survey as referenced in this Agreement. Purchaser may, no later than the One hundred twentieth (120th) day following full execution of this Agreement, terminate this Agreement by written notice to Seller, whereupon any earnest money shall be refundable, no party shall have any further rights or obligations hereunder, and this Agreement shall be considered null and void and have no further binding contingencies.

11. ACTS NECESSARY:

Each party shall do all acts necessary to carry out this Agreement and shall not disqualify itself from performing.

12. TIME:

Time is of the essence of this Agreement.

13. ENTIRE AGREEMENT:

This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless attached hereto and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

14. SUCCESSORS AND ASSIGNS:

This Agreement binds and inures to the benefit of the parties to the Agreement and shall bind and inure their respective successors, legally obligated representatives, and assigns, subject to the terms and conditions set forth in this Agreement.

15. CONTROLLING LAW, VENUE:

This Agreement is made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

16. NOTICE:

All notices required or permitted herein shall be sent by certified mail, postage prepaid, and shall be addressed to Seller and Purchaser at the following respective addresses:

PURCHASER:

City of Duluth
Attn: City Manager
3167 Main Street
Duluth, Georgia 30096

With a copy to:

Pereira Kirby Kinsinger & Nguyen, LLP
690 Longleaf Drive
Lawrenceville, GA 30046

SELLER:

Gwinnett County Water & Sewerage Authority
Department of Water Resources-Central Facility
684 Winder Hwy.
Lawrenceville, GA 300451

With a copy to:

Gregory D. Jay
Chandler, Britt & Jay, LLC
4350 South Lee Street

Buford, Georgia 30518

17. DEFAULT:

In the event that Seller shall fail to perform fully and timely any of its obligations hereunder or to consummate the transaction contemplated herein for any reason, except Purchaser's default hereunder, Purchaser may seek specific performance of this Agreement.

In the event Purchaser shall default under any of its obligations under this Agreement Seller shall be entitled to liquidated damages of One Thousand Dollars (\$1,000.00). The parties acknowledge that it would be difficult or impossible to determine the exact damages incurred by the Seller due to a breach by the Purchaser and acknowledge that the liquidated damages amount is a fair calculation of damages to be paid should the Purchaser breach the terms of this Agreement.

18. ASSIGNMENT:

It is understood and agreed by Seller and Purchaser that neither party shall assign all or a portion of their respective interest herein unless express consent to the assignment is given in writing by the other contracting party.

19. BROKER:

Purchaser warrants that no broker brought about this sale and represents that neither Purchaser nor any of Purchaser's officers dealt or had any communication with any broker in connection with this transaction. In the event any claims arise for real estate commissions, fees or other compensation in connection with this transaction in favor of any broker, agent, salesman or finder against Seller, Purchaser shall indemnify and hold harmless Seller for any loss or damage which Seller suffers because of said claim. The foregoing indemnification shall survive any termination of this Agreement.

20. SURVIVAL:

The provisions of this Agreement shall survive the closing of this transaction and the execution and delivery of the limited warranty deed. The closing attorney is directed to place the preceding statement on the Settlement Statement executed by the parties hereto.

21. MODIFICATION:

No alteration or modification of Agreement shall be binding unless in writing and signed by the parties.

22. TERMINATION:

In the event this Agreement is terminated pursuant to the terms hereof, the terminating

party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except as is otherwise specifically provided herein.

23. WAIVER:

The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

24. MISCELLANEOUS:

(a) Interpretation. In this Contract the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words "person" and "party" include corporation, partnership, individual, firm, trust, or association wherever the context so requires.

(c) Time of Essence. Buyer and Seller hereby agree that this Contract was entered into with the understanding that time is of the essence.

(d) Severability. In the event any provision, or any portion of any provision, of this Contract shall be deemed to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalid, illegal or unenforceable provision or portion of a provision shall not alter the remaining portion of any provision or any other provision, as each provision of this Contract shall be deemed to be severable from all other provisions.

(e) Inurement. This Contract shall be binding upon and inure to the benefit of the successors and assigns, if any, of the respective parties hereto.

(f) Contract Date. The Contract date shall be the date the last party signs a fully executed copy of the Contract for Purchase and Sale.

(g) Each party has participated in the drafting of this Contract and the provisions of this Contract shall not be construed against or in favor of either party.

This Agreement approved by the Gwinnett County Water & Sewerage Authority in a public meeting this ____ day of _____, 2025.

GWINNETT COUNTY WATER &
SEWERAGE AUTHORITY

By: _____
Bryan Kerlin
Chairman

Attest: _____
Curt Thompson
Secretary
(Authority Seal)

Signed, sealed and delivered
in the presence of:

Notary Public

This Agreement is hereby accepted this _____ day of _____, 2025.

“PURCHASER”

CITY OF DULUTH

By: _____
Greg Whitlock, Mayor

Signed, sealed and delivered
in the presence of:

Attest

Notary Public

City Clerk

EXHIBIT “A”

LEGAL DESCRIPTION

EXHIBIT “B”

Permitted Title Exceptions

1. All public highways, public roadways, public driveway easements, easements of record, covenants, restrictions and zoning;

EXHIBIT B
FORM OF 2025 SUPPLEMENTAL LEASE CONTRACT

2025-B SUPPLEMENTAL LEASE CONTRACT

This **2025-B SUPPLEMENTAL LEASE CONTRACT** (this “**Supplemental Lease**”) is entered into as of [_____, 2025], by and between the **GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY** (the “**Authority**”), a body corporate and politic and a political subdivision and public corporation of the State of Georgia created and existing under the laws of the State of Georgia, as Lessor, and **GWINNETT COUNTY** (the “**County**”), a political subdivision of the State of Georgia, as Lessee, and supplements the Amended and Restated Lease Contract, dated as of November 1, 1985, by and between the Authority and the County, as supplemented by Supplemental Lease Contract, dated as of October 1, 2004, by and between the Authority and the County and by further supplements thereto.

WITNESSETH:

In consideration of the respective representations and contracts hereinafter contained, the Authority and the County agree as follows:

ARTICLE I

DEFINITIONS

Any capitalized term not defined herein shall have the meaning attributed to it in the Lease. In addition to the words and terms elsewhere defined in this Supplemental Lease, the following words and terms as used in this Supplemental Lease shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“**2004 Supplemental Lease**” means the Supplemental Lease Contract, dated as of October 1, 2004, between the County and the Authority.

“**2025 Excluded Facilities**” means the 0.59 acres, more or less, located at 2407 Main Street, in Land Lot 205, 7th District, Gwinnett County, Georgia, being known as Tax Parcel Number R7205 001 sold by the Authority on [_____, 2025] pursuant to the terms of the 2025 Purchase and Sale Agreement.

“**2025 Purchase and Sale Agreement**” means the Purchase and Sale Agreement dated [_____, 2025] between the County and Authority, as sellers, and the City of Duluth, as buyer, related to the 2025 Excluded Facilities.

“**Lease**” means the 1985 Lease, as supplemented by the 2004 Supplemental Lease, and as further supplemented by the other supplements thereto, through and including this Supplemental Lease.

“**Leased Facilities**” shall have the meaning specified in Article I of the 1985 Lease and shall specifically include all of the water and sewerage facilities financed or refinanced with the proceeds of any Second Lien Bonds; *provided that* the Leased Facilities shall not include the 2025 Excluded Facilities.

“**Supplemental Lease**” means this 2025-B Supplemental Lease Contract, as amended from time to time.

ARTICLE II

REPRESENTATIONS AND AGREEMENTS

Section 2.1. Representations by the Authority.

The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by the 2025 Purchase and Sale Agreement and this Supplemental Lease and to carry out its obligations hereunder, has been duly authorized to execute and deliver the 2025 Purchase and Sale Agreement and this Supplemental Lease, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence;

(b) The execution and delivery of the 2025 Purchase and Sale Agreement and this Supplemental Lease, and the performance of all covenants and agreements of the Authority contained in the 2025 Purchase and Sale Agreement and this Supplemental Lease and of all other acts and things required under the Constitution and laws of the State of Georgia to make this Supplemental Lease a valid and binding obligation of the Authority in accordance with its terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held;

(c) The Authority has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby its title to and interest in the System will or may be impaired or encumbered in any manner except as permitted in the Lease and in the Indenture and except for acts or things done or permitted by the County;

(d) The Authority will sell the 2025 Excluded Facilities (which is currently undeveloped) as permitted by Section 6.10 of the 1985 Lease and Section 64 of the 2004 Supplemental Lease pursuant to the terms of the 2025 Purchase and Sale Agreement; *provided that* the sale of the 2025 Excluded Facilities will not, in any way, adversely affect the revenues of the System; and *provided further* that the proceeds from the sale of the 2025 Excluded Facilities will be used for extensions or improvements to the System.

(e) The Authority did not acquire the 2025 Excluded Facilities with funds from any bonds that have not been fully paid and remain outstanding.

(f) There is no litigation or proceeding pending or to the knowledge of the Authority threatened against the Authority or against any person having a material adverse effect on the right of the Authority to execute the 2025 Purchase and Sale Agreement and this Supplemental Lease or the ability of the Authority to comply with any of its obligations under the 2025 Purchase and Sale Agreement or this Supplemental Lease.

Section 2.2. Representations by the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision under the laws of the State of Georgia having power to enter into and execute and deliver this Supplemental Lease, and by proper action of its

governing body has authorized the execution and delivery of this Supplemental Lease and the taking of any and all such actions as may be required on its part to carry out, give effect to and consummate the transactions contemplated by this Supplemental Lease and the Indenture, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Supplemental Lease by it except as shall have been obtained as of the date hereof;

(b) This Supplemental Lease has been duly executed and delivered by the County and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles;

(c) The County does not rely on any warranty of the Authority, either express or implied, except as provided herein, as to any title to or condition of the System or that the System will be suitable to the County's needs, and the County recognizes that the Authority is not authorized to expend any funds for the System other than rental revenue received by it therefrom hereunder or the proceeds of the Second Lien Bonds;

(d) The authorization, execution, delivery and performance by the County of this Supplemental Lease and compliance by the County with the provisions thereof do not violate the laws of the State of Georgia relating to the County or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree or any agreement or other instrument to which it is a party or by which it is bound;

(e) The County hereby consents to the sale of the 2025 Excluded Facilities (which is currently undeveloped) by the Authority as permitted by Section 6.10 of the 1985 Lease and Section 6.4 of the 2004 Supplemental Lease pursuant to the terms of the 2025 Purchase and Sale Agreement; *provided that* the sale of the 2025 Excluded Facilities will not, in any way, adversely affect the revenues of the System; and *provided further* that the proceeds from the sale of the 2025 Excluded Facilities will be used for extensions or improvements to the System.

(f) There is no litigation or proceeding pending, or to the knowledge of the County threatened, against the County or any other person having a materially adverse effect on the right of the County to execute this Supplemental Lease or its ability to comply with any of its obligations under this Supplemental Lease.

ARTICLE III

LEASING

The Authority hereby agrees to continue to lease to the County, and the County hereby leases from the Authority, the Leased Facilities (excluding the 2025 Excluded Facilities) at the rental set forth in Section 5.5 of the 1985 Lease, Section 5.2 of the 2004 Supplemental Lease and otherwise in accordance with the provisions of the Lease. The Authority makes no warranties to the County with respect to the Leased Facilities.

ARTICLE IV

EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM

This Supplemental Lease shall become effective when executed and delivered by the Authority and the County. Subject to the other provisions of the Lease, the Lease and the leasehold interest created thereby shall expire on the date on which all of the Second Lien Bonds shall have been paid in full, but in no event later than 50 years from the date of the 2021 Supplemental Lease dated August 1, 2021, between the Authority and the County.

ARTICLE V

MISCELLANEOUS

Section 5.1. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid.

Section 5.2. Binding Effect.

This Supplemental Lease shall inure to the benefit of and shall be binding upon the Authority, the County and any assignee of the Authority with respect to the payments and rights hereunder including, specifically, but without limitation, the owners from time to time of the Second Lien Bonds, subject, however, to the limitations contained in this Supplemental Lease.

Section 5.3. Ratification of 1985 Lease and 2004 Supplemental Lease.

Effective as of the execution and delivery of this Supplemental Lease, the Lease is hereby supplemented, but only to the extent expressly set forth herein. Except as expressly supplemented by this Supplemental Lease, the Lease is hereby ratified and reaffirmed and shall be and remain in full force and effect as provided therein.

Section 5.4. Severability.

If any provision of this Supplemental Lease shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision hereof or of the 1985 Lease or the 2004 Supplemental Lease, as supplemented.

Section 5.5. Amendments, Changes and Modifications.

This Supplemental Lease may be amended, changed and modified (a) to cure any ambiguity or formal defect or omission in this Supplemental Lease; (b) to provide for the issuance of Obligations in accordance with the terms of the 2004 Supplemental Lease (including, without limitation, the addition of events of default and remedies relating to any Obligations hereafter incurred by the County); (c) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Second Lien Bondholders by the County; (d) to clarify the amounts required to be paid into Sinking Fund No. 2 and the timing thereof; (e) to conform to supplements to the Indenture; (f) to provide for the Authority's operation of the System; or (g) to make any other amendments, changes and modifications that in the opinion of counsel is not materially adverse to the interest of the Second Lien

Bondholders. Any other amendments, changes and modification of this Supplemental Lease will become effective only with the consent of the owners of at least a majority in aggregate principal amount of the Second Lien Bonds. In no event, however, may any such amendments, changes or modifications permit (a) the reduction of Subordinate Lease Payments required to be made to ensure the payment of the Second Lien Bonds and the other Obligations secured by the Indenture; (b) the reduction of the percentage of the Second Lien Bondholders required for consent to any such amendment, change or modification; or (c) the creation of any lien on the Net Revenues prior to or superior to the lien created hereunder as security for the Subordinate Lease Payments.

Section 5.6. Execution Counterparts.

This Supplemental Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.7. Captions.

The captions and headings in this Supplemental Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Supplemental Lease.

Section 5.8. Law Govering Construction of Supplemental Lease.

This Supplemental Lease shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 5.9. No Personal Liability.

No stipulation, obligation or agreement contained in this Supplemental Lease, shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the Authority or the County in his or her individual capacity.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority and the County have caused this Supplemental Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first written above.

THE AUTHORITY:

GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY

By: _____
Bryan Kerlin
Chairman

(SEAL)

Attest:

Secretary

As to the Authority, signed and sealed in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

THE COUNTY:

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson
Chairwoman of the Board of Commissioners
of Gwinnett County

(SEAL)

Attest:

Tina King
Clerk of the Board of Commissioners
of Gwinnett County

As to the Authority, signed and sealed in the
presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

APPROVED AS TO FORM:

Nathan Wood
Senior Assistant County Attorney

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250762			

Department:	Parks and Recreation	Date Submitted:	07/16/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	rkmorris	Multiple Depts?	No
Agenda Type	Approval/authorization		

Item of Business:	Locked by Purchasing
No	

for the Chairwoman to execute a Lease Agreement with American Legion Post 232, Inc. for the use of office space at the Gwinnett Historic Courthouse. Subject to approval as to form by the Law Department.

Attachments	Justification Memo; Contract
-------------	------------------------------

Authorization:	Chairwoman's Signature?	Yes
----------------	-------------------------	-----

Staff Recommendation	Approval
BAC Action:	
Department Head	cnminor (7/22/2025)
Attorney	abcauthen (8/11/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
		*		brainey (8/8/2025)

Finance Comments	*No budget impact.	FinDir's Initials
		raroyal (8/7/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		



To: Chairwoman Nicole Love Hendrickson
District Commissioners

Through: Chris Minor, Director 
Parks and Recreation Department

From: Sarah Barlow, Deputy Department Director 
Parks and Recreation Department

Subject: Item 2025-0762 Lease Agreement Renewal-American Legion Post 232, Inc.

The American Legion Post 232, Inc. operates the Gwinnett Veterans Memorial Museum, located on the first floor of the Gwinnett Historic Courthouse on the square in Lawrenceville, GA. The museum is a powerful tribute to all brave men and women who have defended our land and liberties. The Museum represents veterans from the Revolutionary War through the War of 1812, Civil War, World Wars I and II, Korean War, Vietnam War, Persian Gulf Wars, and the Operation Enduring Freedom. As visitors tour the museum, they encounter captivating stories of local heroes whose sacrifices shaped our freedoms. Filled with an awe-inspiring collection of wartime artifacts, uniforms, and memorabilia from all service branches, most generously donated by Gwinnett County citizens, the exhibits are enriched by veterans' personal narratives compiled by the Gwinnett Veterans Council. Staffed entirely by volunteers, largely veterans themselves, the museum operates Monday through Friday (10 AM–4 PM) and Saturdays (10 AM–2 PM), with free admission and parking; it even opens during rental events for a small donation.

We respectfully request a renewal of the lease agreement between Gwinnett and the American Legion Post 232, Inc. for office space within the Gwinnett Historic Courthouse to continue the Gwinnett Veterans Memorial Museum operations. Supporting the Veteran's Museum advances Gwinnett Parks and Recreation's mission and reinforces Gwinnett's values. By collaborating with the museum, Gwinnett Parks and Recreation helps ensure the preservation of veterans' legacies, fostering pride and unity throughout the county. This support underscores a shared commitment to honor those who served, connect citizens to their heritage, and strengthen the social fabric of Gwinnett for future generations.

LEASE AGREEMENT

This LEASE is made this 1st day of January in the year 2026, by and between GWINNETT COUNTY, a political subdivision of the state of Georgia ("Lessor") and the AMERICAN LEGION POST 232, INC., a non-profit charitable corporation ("Lessee").

1. Lease of Premises. Lessor does hereby lease to Lessee and Lessee leases from Lessor the suite of three first floor offices (Rooms 117, 118, and 119) and adjacent storage/office area located in room 113, as available in the GWINNETT HISTORIC COURTHOUSE (See Exhibit A), located at 185 Crogan street, Lawrenceville, Gwinnett County, Georgia 30046 (the "Premises"), upon the terms and conditions contained herein. Lessee acknowledges that his Lease creates a usufruct only and that Lessee will acquire no real property interest in the premises.

2. Term. The term of this Lease shall commence as of the date first appearing hereinabove, and shall be for a period of one year from said date unless sooner terminated as hereinafter provided. The parties agree that this Lease shall be automatically renewed each year for nine (9) additional years, for a total period of ten (10) years, at the rental rate specified in paragraph 3 infra, unless notice of termination is provided at least ninety (90) days prior to the conclusion of any yearly rental period.

3. Rent. Lessee shall pay to Lessor an annual rent of one dollar (\$1.00), payable on the date of the execution of this Lease. In further consideration for this Lease, Lessee agrees to use the Premises for those purposes described in paragraph 6 of this Lease and only for those purposes.

4. Maintenance and Improvements. Lessee accepts the Premises "as is, where is." Lessee shall not make alterations, modifications or additions to the Premises without the prior written consent of the Lessor. However, the Lessee shall have the right to paint the interior of

the Premises at Lessee's own cost and expense, providing that Lessor approves in advance the color and quality of materials. Lessee shall not abuse the Premises and shall keep it in a state of repair similar to the state of repair at the commencement of this Lease, normal wear and tear excepted. Lessor shall be responsible for all ongoing maintenance; repair and upkeep of the overall Premises, including the HVAC system, and Lessee shall not misuse or abuse the HVAC system in the use of said Premises. Placement of signage by the Lessee outside of the interior of the Premises defined as rooms 117, 118, and 119 and adjacent storage area/office in room 113 must be approved in advance by the Program Manager. Lessor agrees to provide the materials, construct, paint and install approved lettering for the Premises hallway doors, additional shelving, display cases and platforms for the Premises by, remaining consistent with those currently in rooms 117, 118 and 119. Lessor agrees to provide all associated hardware for slat board mountings. Lessee agrees to purchase fiberglass rods and associated hardware used to display artwork. Placement of any artwork and artifacts outside of the interior of the Premises must be approved in advance by the designated Program Manager. Use of electrical devices, other than normal office equipment, must be approved in advance by Program Manager. Lessor will be responsible for pest control in the Gwinnett Historic Courthouse, including the premises. Lessee shall be responsible that all reasonable efforts are made to assure that all materials that are moved into the Premises are pest free. Lessee shall maintain adequate hazard and casualty insurance upon the contents of the Premises including, without limitation, and furniture, fixtures of the Lessee, equipment, books, records and other property of the Lessee located in the Premises. Sample (See Exhibit B)

5. Covenant of Quiet Environment. Lessee shall have the full right of use, enjoyment, occupancy and possession of the Premises (See Exhibit A) during the term of this Lease and for so long as Lessee shall: (1) continue in existence as a nonprofit publicly supported tax-exempt corporation as described in sections 501 (c)(3) and 509 (a)(1), (2) or (3) of the Internal Revenue Code 1986, as amended; and (2) continue to use and occupy the Premises for the purposes described in paragraph 6.

6. Permitted use. Lessee will use the Premises solely for the purposes set forth in Exhibit "C" attached hereto which is incorporated herein by this reference as part of terms and conditions of this Lease. Lessee may use the Premises for such other purposes as may be requested by Lessee and approved in writing by Lessor. Lessee acknowledges that the operation of such a facility is good and sufficient consideration for Lessor's covenants under this Lease.

7. Covenants of Lessee. During the term of this Lease, Lessee covenants as follows:

(a) Lessee shall operate and maintain the Premises in accordance with this Lease and all applicable federal, state, and local regulations and ordinances and in such a manner so as not to create a nuisance or trespass.

(b) Lessee shall cooperate with the designated Program Manager to avoid conflicts between Lessee's activities and those of the Lessor. Lessee recognizes that the overall programming and operation of the Gwinnett Historic Courthouse is the responsibility of the Lessor and that said overall programming and operation is of primary importance. Lessee shall not interrupt any meetings or event held at the Gwinnett Historic Courthouse. Lessee shall not plan any program or event on the grounds or other space in the building outside of the leased space without prior written consent from the Program Manager. Lessee shall coordinate any schedule tours of the Veterans Memorial Museum with the Program Manager.

(c) Lessee shall provide 18 inches of clearance from the overhead valves, sprinklers and piping and allow Lessor access to the Premises including the storage area, when necessary for inspections. Lessee will provide access to the Premises windows and electrical outlets during the months of November through January, for the Lessor to decorate for the holidays. Lessee shall keep the alcove under the wall mounted condenser free and clear in the Premises. Lessee shall

keep the window blinds on the four windows in the storage area, closed at all times and in good condition.

8. Indemnification. Lessee shall indemnify and hold harmless Lessor, its agents, employees, and public officials from and against any and all claims, damages, losses and liabilities attributable to the negligence of Lessee, its agents, contractors or employees or to the use and occupancy of the Premises by Lessee, its agents, employees and invitees. Throughout the terms of this lease, Lessee shall maintain comprehensive liability insurance in a minimum amount of \$1,000,000.00 per occurrence, naming Lessor as additional insured. Lessee shall furnish the Lessor a certificate of such insurance: Lessee shall further maintain any required Workers' Compensation Insurance. Lessor will not be responsible for any property or contents that are not owned by Lessor.

9. Termination. Either party may terminate this Lease immediately by written notice to the other party upon the occurrence of any one of the following events:

(a) Should either party breach any term or condition of this Lease, then in such event the non-breaching party shall cause written notice of the breach to be mailed to the other party at the address set forth herein, specifying the breach, by certified mail. In the event the breach, as noticed and specified, is not remedied and cured within forty-five (45) days of the receipt of such notice, then the non-breaching party shall have the option and right to immediately terminate the Lease without any further notice.

(b) Should either party elect to terminate this Lease for any reason other than a breach of the Lease Agreement, then in such event the terminating party shall forward written notice to the

other party by certified mail setting forth the fact of the termination, but in no event shall the Lease be terminated sooner than ninety (90) days from the date of receipt of said notice.

10. Possession. Pursuant to this paragraph, possession to the Premises shall be returned to the Lessor no later than ninety (90) days after lawful termination hereof.

11. No Assignment. Lessee shall not assign this Lease or any interest hereunder without the prior written consent Of Lessor.

12. Notice. Any and all notice or other communication required or permitted by this Lease to be served, delivered or given to a party by the other party shall be in writing, signed by the party giving the notice or its attorney and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States Mail, certified with return receipt requested , postage prepaid addressed to the parties at the address below:

If to Lessor, at

Chris Minor
Director of Parks and Recreation
446 W. Crogan Street
Lawrenceville, GA 30046

With a copy to

Gwinnett County
Law Department
75 Langley Drive
Lawrenceville, GA 30046

If to Lessee, at

American Legion Post 232, Inc.
Attention: David Berndt, Chairman Gwinnett County Veterans
Memorial Museum Committee
P.O. Box 166
Snellville, GA 30078

Or to such other address or addresses as may hereinafter be designated by notices provided herein.

13. Successors and Assigns. This Lease shall be binding upon and insure to the benefit of any permitted successors and assigns of the parties hereto.

14. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia.

15. Property use. Lessor shall not be liable for damage to nor loss of Lessee's property of any type for any reason or cause whatsoever. Lessee shall maintain adequate insurance for such damage.

16. No Waiver. Failure of Lessor to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of any violation.

17. Remedies Cumulative. All remedies under this Lease or by law or equity shall be cumulative. If a suit for any breach of this Lease establishes a breach by Lessee, Lessee shall pay all expenses incurred in connection therewith including, without limitation, reasonable attorney's fees.

18. Mortgagee's Rights. Lessee's rights under this Lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which the Gwinnett Historic Courthouse is a part. If requested, Lessee shall execute promptly any document that Lessor may request to specifically implement this paragraph.

19. Locks and Keys. Lessee is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Premises without written permission of the Lessor. The Lessee has been issued five (5) sets of keys by the Lessor for the Lessee. The issued key sets will be for the doors of the premises. Duplication of these keys is prohibited. Every key that is issued by the Lessee must be documented in writing, signed by the receiver acknowledging acceptance of the key, and filed at the Premises. During non-operational hours, entrance to the Gwinnett Historic Courthouse is permitted by the Lessee with the understanding that the Courthouse be kept secure. Adequate measures to ensure the security of the Gwinnett Historic Courthouse must be maintained at all times.

20. Operational Hours. Lessee will notify the Program Manager or his/her designee at the Gwinnett Historic Courthouse in advance of any use of the Premises that will fall outside of the established hours of operation for the Gwinnett Historic Courthouse. Failure to so notify the Program Manager will require the revocation of the keys to the Gwinnett Historic Courthouse entrance within five (5) working days from receipt by Lessee of written notification by the Lessor.

21. Use of Other County Space. Lessee may make arrangements for the use of other space within the Gwinnett Historic Courthouse or grounds, including the Superior Court Ballroom, or space within other county facilities for twelve (12) membership meetings per year and one (1) fundraising event.

22. Entire Agreement. This Lease and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized the day and year first above written.

We certify that we have read and understand the above.

APPROVED AS TO FORM:

By: _____

WINNETT COUNTY, GEORGIA

By: _____

Attest: _____

Title: _____

[County Seal]

AMERICAN LEGION POST 232, INC.

By: _____

Title: Museum Director



Attest: Amelia Parter Lewis

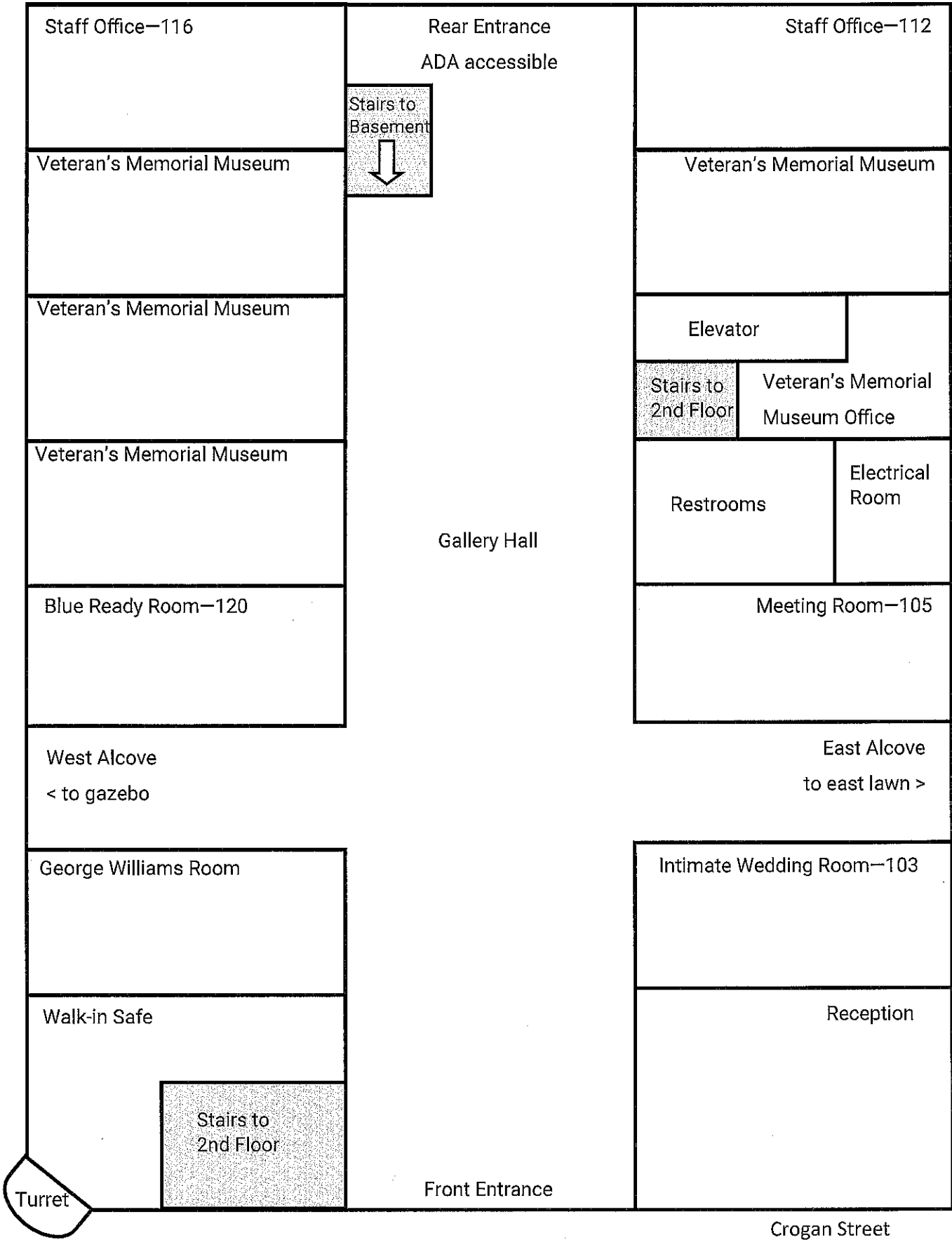
Title: Notary

[Corporate Seal]

EXHIBIT A

2025 Layout

Pike Street



**EXHIBIT B****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Garrison Insurance Group 1001 Oak Road Ste. 3 Lilburn GA 30047	CONTACT NAME: Chrishanna Cobb PHONE (A/C, No, Ext): (770) 985-1197 FAX (A/C, No): E-MAIL ADDRESS: chrishanna@garrisoninsure.com																					
INSURED American Legion Post 232 PO Box 166 Snellville GA 30078-0166	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>OWNERS INS CO</td><td>32700</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	OWNERS INS CO	32700	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	OWNERS INS CO	32700																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	80285632	03/10/2025	03/10/2026	EACH OCCURRENCE	\$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 50,000		
	MED EXP (Any one person)						\$ 5,000		
	PERSONAL & ADV INJURY						\$ 1,000,000		
	GENERAL AGGREGATE						\$ 2,000,000		
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
									\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident)	\$
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE	\$
								AGGREGATE	\$
									\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
								E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED

By Risk Management B Frew at 3:54 pm, Jun 13, 2025

CERTIFICATE HOLDER**CANCELLATION**

Gwinnett County Board of Commissioners 75 Langley Dr Lawrenceville GA 30046	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Greg Garrison
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EXHIBIT C

USE OF PREMISES

1. As Gwinnett County Veteran's Memorial Museum display space for the American Legion Post 232, Inc., within the rooms allocated on Exhibit A.
2. As storage space for historical artifacts and information that may be made available for educational uses, within the rooms allocated on Exhibit A.
3. Two A-Frame signs that may be placed on the grounds only during times when the Veteran's Memorial Museum is open to the public.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250784			

Department:	Police Services	Date Submitted:	07/23/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	Purchasing - Brandi Cantie - BW	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
SS024-25, provision of 911 call handling system maintenance, to AT&T Enterprises, LLC, in the amount of \$257,064.00.			
Attachments	Summary Sheet, Justification Letter, Justification Support		
Authorization:	Chairwoman's Signature?	No	
Staff Recommendation	Award		
BAC Action:			
Department Head	jdmclure (7/25/2025)		
Attorney	mcintron (8/14/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	E911	*	\$257,064	brainey (8/8/2025)
Finance Comments	*The current balance in Industrial R&M - Contracted is checked as services are provided. For FY2025, \$85,688 is allocated. For FY2026, \$171,376 is subject to budget approval.			FinDir's Initials
				raroyal (8/7/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held?
Working Session		No Action Taken
Action	New Item	
Tabled		
Motion		
2nd by		

SUMMARY – SS024-25
Provision of 911 Call Handling System Maintenance

PURPOSE:	This contract awards the maintenance services for the 911 call handling system to include remote monitoring and Guardian hardware support.
LOCATION:	Department of Police Services
AMOUNT TO BE SPENT:	\$257,064.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$196,224.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$196,224.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	31% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 20, 2025 through August 19, 2026

COMMENTS:



GWINNETT COUNTY
POLICE DEPARTMENT

770 Hi-Hope Road | Lawrenceville, GA 30043
P.O. Box 602 | Lawrenceville, GA 30046-0602
770.513.5000
GwinnettCounty.com | GwinnettPolice.com

MEMORANDUM

TO: Bethany White
Purchasing Associate II

THROUGH: J.D. McClure *JM*
Chief of Police

FROM: Felicia Kemp *FK*
Financial Supervisor

SUBJECT: Recommendation for Award of SS024-25
Provision of 911 Call Handling System Maintenance

DATE: July 17, 2025

REQUESTED ACTION

The Department of Police Services recommends award of the above-referenced contract to AT&T Enterprises LLC, in the amount of \$257,064.00.

DESCRIPTION

This contract is for the recurring maintenance of the Solacom E911 digital call handling system, to include remote monitoring and Guardian hardware support, for a 12-month term.

FINANCIAL

1. Estimated amount to be spent: \$257,064.00
2. Projected amount to be spent previous contract period: \$196,224.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Tina Dones Contact phone: 770-513-5064

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	095	113010	21100001	50404216		\$85,688.00	33%
2026	095	113010	21100001	50404216		\$171,376.00	67%
					Total	\$257,064.00	100%

Transfer Required: Yes — No X

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Quote: 250715-01-AB_V01

July 15, 2025 E000020397
Customer: Gwinnett County GA



Site: Gwinnett County GA
Phone:
Fax:
Detail: Support Renewal
1 Year
Aug 20, 2025 - Aug 19, 2026

Positons: 59
T000000293
0901657

Prepared By		Terms	Quote Date		Expiration Date			
je4856		12 months	Jul 15, 2025		Oct 19, 2054			
Warranty/Maintenance- 1 Year							Quantity	
Line	Item							
1	MT-SSGUARD-01		Position Software Support - 1 Year				59.00	
2	MT-HSGUARD-06		Guardian Hardware Support - 1 Year				1.00	
3	MT-STATPS1		Guardian Status package support 1yr				3.00	
4	SV-ARM_Guardian-1Y		Active Remote Monitoring / Pos - 1 Year				33.00	
5	SV-ARM-Guardian-BU		Act. Remote Monitoring/ BU Pos - 1 Year				26.00	
Monthly Recurring Charge			\$21,422.00					
Total Amount:			\$257,064.00					

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250760			

Department:	Police Services	Date Submitted:	07/16/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	cfkemp	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	No
<p>for the Chairwoman to execute an Intergovernmental Agreement with Gwinnett Technical College for the use of the county-owned 800 MHz system, at no cost. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification letter and Intergovernmental Agreement		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation	Approval		
BAC Action:			
Department Head	jdmclure (7/16/2025)		
Attorney	mcintron (8/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	brainey (8/8/2025)
Finance Comments	*No budget impact			FinDir's Initials
				raroyal (8/7/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; padding: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		



Gwinnett

GWINNETT COUNTY
POLICE DEPARTMENT

770 Hi-Hope Road | Lawrenceville, GA 30043

P.O. Box 602 | Lawrenceville, GA 30046-0602

770.513.5000

www.gwinnettcountry.com | www.gwinnettpolice.com

MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: J. D. McClure 
Chief of Police

FROM: Felicia Kemp 
Financial Supervisor

SUBJECT: Intergovernmental Agreement for 800 MHz System

DATE: July 14, 2025

ITEM OF BUSINESS

Approval and authorization for the Chairwoman to execute an Intergovernmental Agreement with Gwinnett Technical College for the use of the county owned 800 MHz system, at no cost. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

The County, in collaboration with Gwinnett Technical College, has executed Intergovernmental Agreements concerning the County-owned 800 MHz communication system. This system is primarily utilized for public safety operations, offering a reliable and efficient channel for communication. The duration of these agreements is ten (10) years.

INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA

COUNTY OF GWINNETT

This Intergovernmental Agreement is made and entered into this ____ day of _____, 2025, by and between Technical College Systems of Georgia, on behalf of Gwinnett Technical College (The "COLLEGE"), and Gwinnett County, a political subdivision of the State of Georgia (the "COUNTY").

W I T N E S S E T H:

WHEREAS, the COUNTY owns and maintains an 800 megahertz (MHz) Radio System (the "SYSTEM") that provides radio communications coverage for areas primarily within the geographic boundaries of Gwinnett County, Georgia; and

WHEREAS, the COUNTY holds a Federal Communications Commission license to operate the SYSTEM; and

WHEREAS, the SYSTEM was designed to provide a mode of communication for public safety personnel; and

WHEREAS, the SYSTEM provides communication infrastructure for portable, mobile, and base radio equipment, has the capability of almost 2,000 talk groups, and is designed to operate 24 hours a day, seven days a week; and

WHEREAS, the SYSTEM provides a benefit to, and serves all of the residents and businesses of Gwinnett County through utilization by local government personnel dedicated to protecting the lives, safety, and property within the County as well as provide efficient and effective services; and

WHEREAS, the COLLEGE desires to utilize the SYSTEM for communications and for interagency public safety communications, primarily within the geographical boundaries of Gwinnett County and in furtherance of the safety and security of its campuses and personnel; and

WHEREAS, it is in the best interests of the COUNTY and the COLLEGE and the citizens they serve for their public safety radio communications to be as efficient as possible.

NOW, THEREFORE, in consideration of the mutual benefits to be realized from the obligations hereinafter set forth, the COUNTY and COLLEGE have entered into this Agreement as follows:

THE SYSTEM

The SYSTEM is a Motorola P25 800 MHz Trunking System. "P25 (Project 25)" refers to a specific set of standards to which systems are built that will be compatible with equipment manufactured by other vendors.

2.

COUNTY RESPONSIBILITIES

(a) Provided the COLLEGE has complied with its obligations below, the COUNTY shall provide, for the use of the COLLEGE, access to talk groups on the SYSTEM.

(b) The COUNTY shall provide the appropriate number of radio system identification numbers for use by the COLLEGE.

(c) The COUNTY shall provide the COLLEGE with operational procedures and guidelines covering the use and maintenance of the SYSTEM.

(d) The COUNTY shall advise and assist the COLLEGE with any necessary training of COLLEGE personnel regarding the proper operation of the COUNTY communications system.

(e) The COUNTY shall maintain its Federal Communications Commission license to operate the SYSTEM.

(f) The COUNTY shall fund the SYSTEM as allowable under O.C.G.A. § 46-5-120 et seq. relating to maintenance, construction, and operation of the SYSTEM.

3.

COLLEGE RESPONSIBILITIES

(a) The COLLEGE shall purchase and install any and all radio equipment necessary for the COLLEGE to utilize the SYSTEM. All such radio equipment shall be approved in advance as being one-hundred percent (100%) system compatible by both the COUNTY and the manufacturer of the SYSTEM.

(b) The COLLEGE shall provide one hundred-twenty (120) days advanced notice to the COUNTY regarding the number of radio devices that they will add to the SYSTEM.

(c) The COLLEGE shall cover and maintain all hardware devices under a service and maintenance agreement from the original manufacturer during the time in which said hardware is being used on the SYSTEM.

(d) The COLLEGE agrees to utilize only the talk groups designated by the COUNTY for the COLLEGE'S use and to utilize the SYSTEM in accordance with the procedures and guidelines provided by the COUNTY, including all rules and regulations of the Federal Communications Commission, and any other applicable federal, state or local laws.

(e) The COLLEGE agrees that the SYSTEM will only be used to enhance communications for services provided by COLLEGE and agrees it shall not use the SYSTEM for any other purpose.

(f) The COLLEGE acknowledges it has educated and informed the users of the SYSTEM of the applicable rules and regulations enacted.

4.

MUTUAL RESPONSIBILITIES

(a) The parties shall each appoint a designated representative to coordinate the implementation and on-going use of the SYSTEM as authorized under the terms of this Agreement, and any future upgrades that need to occur in order to maintain the SYSTEM.

(b) This Agreement is not intended to create any rights or benefits for any person other than the COUNTY and the COLLEGE. The COLLEGE shall not have any rights or benefits under any other contract or agreement regarding the SYSTEM unless said contract or agreement specifically provides otherwise.

(c) This Agreement shall not be assigned to any other party throughout the term of the Agreement.

5.

TERM

The term of this Agreement shall be ten (10) years.

6.

TERMINATION

(a) Except as provided in Paragraph 5 hereof, this Agreement shall continue in force and effect for ten (10) years from the date of execution hereof. As long as a party is not in default hereunder, a party may renew this Agreement for an additional ten-year term by providing written notice thereof to the other party at least ninety (90) days and no more than one hundred-eighty (180) days prior to the expiration of the original term.

(b) Notwithstanding the provisions of Paragraph 5 hereof, either party to this Agreement may terminate this Agreement immediately upon written notice to the other party upon the occurrence of one or more of the following:

(i) The failure of either party to correct within thirty (30) days after written notice from the other party of any nonconformity or malfunction in the radio equipment being utilized with the SYSTEM;

(ii) The party's failure to correct within thirty (30) days after written notice from the other party any noncompliance by the failing party's personnel with the procedures and guidelines provided; or

(iii) The failure of either party to correct within thirty (30) days after written notice any material breach in the party's obligations herein under.

7.

NO REPRESENTATION OR WARRANTIES

The COUNTY makes no representation or warranties regarding the communications services offered under this Agreement through the SYSTEM, and the COLLEGE accepts the use of the SYSTEM "as is, where is."

8.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and shall not be altered, amended, or modified except by an agreement in writing executed by the duly authorized officials of the COUNTY and COLLEGE.

9.

NOTICES

All notices required or permitted to be sent to the COLLEGE hereunder shall be hand-delivered or sent via U. S. Mail to Gwinnett Technical College. All notices required or permitted to be sent to the COUNTY hereunder shall be hand-delivered or sent via U.S. Mail to the Director of the Information Technology Services Department, with a copy to the County Administrator.

10.

GOVERNING LAWS

This Agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have fully executed this Agreement.

WINNETT COUNTY, GEORGIA

TECHNICAL COLLEGE SYSTEMS OF
GEORGIA

By: _____
Nicole Love Hendrickson, Chairwoman

By: _____
Dr. Artesius Miller, TCSG State Board
Chair

Attest:

By: _____
Greg Dozier, TCSG Commissioner

By: _____
Tina King, County Clerk

By: _____
Dr. Glen C. Cannon, President

APPROVED AS TO FORM:

By: _____
Sandra D. Pryor, Chief of Police

County Attorney

APPROVED AS TO FORM:

Joshua McKoon, General Counsel

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250768			

Department:	Police Services	Date Submitted:	07/21/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	abouch	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Gateway85 Community Improvement District for Flock cameras and related services.			
Attachments	Justification Letter, Intergovernmental Agreement		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation	Approval		
BAC Action:			
Department Head	jdmclure (7/22/2025)		
Attorney	mcintron (8/11/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Police Services	*	\$600,000	brainey (8/8/2025)
Finance Comments	*The current balance in Payments to Others - Misc is checked as services are provided. For FY2025, \$120,000 is allocated. For FY2026-29, \$480,000 is subject to budget approval.			FinDir's Initials raroyal (8/7/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held?
Working Session		No Action Taken
Action	New Item	
Tabled		
Motion		
2nd by		



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: J.D. McClure *JD*
Chief of Police

FROM: Felicia Kemp *FK*
Fiscal Supervisor

SUBJECT: Intergovernmental Agreement with the Gateway85 Community Improvement District

DATE: July 16, 2025

ITEM OF BUSINESS

Approval and authorization for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Gateway85 Community Improvement District for Flock cameras and related services.

BACKGROUND AND DISCUSSION

In the interest of health, safety, and welfare of the citizens of Gwinnett County, it has been proposed that the County and the Gateway85 Community Improvement District (CID) combine their resources and efforts to provide for the usage of Flock camera services within the Gateway85 CID geographic region.

The Gateway85 CID has entered into a 5-year contract with the Flock Group, Inc., for Flock Services, including the placement of 120 Flock cameras within the Gateway85 CID geographic region.

The County will reimburse the Gateway85 CID 40% of the total annual cost, up to a yearly cap of \$120,000.00, during the term of this Agreement.

As part of the Agreement, the Gateway85 CID consents to Flock providing continuous access to the Gateway85 CID Flock cameras to the Gwinnett County Police Department for use as part of the Situational Awareness and Crime Response Center (SACRC), a real-time crime tracking and response hub.

**AGREEMENT BETWEEN GWINNETT COUNTY AND THE GATEWAY85 GWINNETT
COMMUNITY IMPROVEMENT DISTRICT REGARDING FLOCK CAMERAS**

This Agreement (hereinafter "Agreement"), made by and between the Gateway85 Gwinnett Community Improvement District, a self-taxing district authorized by the Gwinnett County Board of Commissioners and headquartered at 6305 Crescent Drive, Norcross, Georgia 30071 (hereinafter "Gateway85 CID") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter "County"), each a "Party" or collectively "Parties" and each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, the Parties to this Agreement are authorized to enter into intergovernmental agreements; and

WHEREAS, the Parties believe that it would be in the interest of the health, safety, and welfare of the citizens of Gwinnett County to combine their resources and efforts to provide for the acquisition and use of Flock cameras and related services within the Gateway85 CID geographic region; and

WHEREAS, both Parties to this Agreement have allocated certain funds for use in connection with this Agreement; and

WHEREAS, the Gateway85 CID has entered into a 5-year contract with Flock Group, Inc. for annual Flock Services, including the placement of 120 Flock cameras within the Gateway85 CID geographic region (hereinafter "Flock Services"); and

WHEREAS, the Parties now desire to enter into this Agreement to clearly set forth the responsibilities of each Party related to the Flock Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

1. GATEWAY85 CID OBLIGATIONS.

- a. Gateway85 CID shall be responsible for securing and contracting in its own name with Flock Group, Inc. for the Flock Services. A copy of Gateway85

CID's contract for the Flock Services is attached hereto and incorporated herein as Exhibit A.

- b. Gateway85 CID shall be responsible for the payment of all expenses, costs, and invoices from Flock Group, Inc., related to the Flock Services.
 - c. Upon payment of invoices, Gateway85 CID will then invoice the County once annually for reimbursement of the County's agreed upon contributions toward the Flock Services.
 - d. Each invoice from Gateway85 CID to the County for reimbursement shall include proof of Gateway85 CID's payment to Flock Group, Inc.
 - e. As a condition of the County's payment of any reimbursement amounts, Gateway85 CID must consent to Flock providing continuous access to the Flock cameras in the Gateway85 CID to the Gwinnett County Police Department.
 - f. Gateway85 CID agrees that funds paid by the County pursuant to this Agreement will be used only for expenses directly related to the Flock Services.
 - g. Gateway85 CID agrees that funds paid by the County pursuant to this Agreement shall not be used for any purpose or in any manner that has been disallowed by the County or which if expended by the County would violate any applicable statute, ordinance, regulation, order or requirement currently existing or hereinafter applied by any federal, state, or local department, commission, or board.
2. **COUNTY PAYMENTS.** Upon receipt of an invoice that includes proof of Gateway85 CID's payment to Flock Group, Inc., the County will pay to Gateway85 CID, as reimbursement, 40% of the total amounts paid by Gateway85 CID for the Flock Services up to an annual cap of \$120,000.00 during the Term of this Agreement.
3. **FINANCIAL RECORDS.**
- a. Gateway85 CID shall maintain and provide detailed, accurate, and complete financial records of its costs and expenses associated with the Flock Services and all other duties under this Agreement, in accordance with generally accepted accounting principles.
 - b. Gateway85 CID covenants that it will keep accurate records and accounts of all receipts of County funds.

- c. Upon written request from the County, Gateway85 CID shall prepare reports to be provided to the County showing the use of County funds. These records shall include, but are not limited to, a detailed accounting of all costs and expenses associated with the Flock Services.
 - d. The County and its respective agents, accountants, attorneys, experts, and representatives shall have the right, at reasonable times and upon reasonable notice, to inspect all books and records of Gateway85 CID, or the books and records in the Gateway85 CID's possession, relating to the Flock Services. The systems and procedures used to maintain these records shall include a system of internal controls and shall be open to inspection by the County.
- 4. **INDEMNIFICATION.** Gateway85 CID agrees to indemnify and hold harmless the County and its agents, officers, and employees from and against any and all liability, loss, damages, interest, judgments, and liens growing out of any and all costs and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising out of or incurred in connection with any and all claims, demands, suits, actions, or proceedings which may be brought against the County, its agents, officers, or employees by reason of or as a result of: i) Gateway85 CID's management or payment of the contract with Flock Group, Inc.; ii) Gateway85 CID's use of the Flock Services and its data; or iii) the negligent or willful act or omission of Gateway85 CID, its agents, officers, employees, or directors, to the extent permitted by the laws of the State of Georgia.
- 5. **TERM and TERMINATION.**
 - a. **TERM.** The Term of this Agreement will commence effective December 31, 2024 and will continue for five (5) years thereafter through December 30, 2029.
 - b. **TERMINATION.**
 - i. **TERMINATION FOR LACK OF ALLOCATION OF FUNDS.** During the Term, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and then at the close of each succeeding calendar year of the Initial Term due to lack of allocation of funds by the County.
 - ii. **TERMINATION FOR CAUSE.** Either Party may terminate this Agreement for cause upon material breach of any of the terms herein by the other Party. For purposes of this Agreement, cause for termination will include

Gateway85 CID's utilization of County contributed funds for purposes other than those outlined herein or failure of either Party to meet the requirements of this Agreement within thirty (30) days of notice from the other Party to cure deficiencies, without such cure having been provided.

- iii. Gateway85 CID agrees to notify the County immediately upon termination or expiration of Gateway85 CID's contract(s) with Flock Group, Inc. related to the Flock Services. This Agreement will terminate automatically upon termination or expiration of Gateway85 CID's contract(s) with Flock Group, Inc. related to the Flock Services.
- c. **UPON TERMINATION.** Either Party's termination of this Agreement will be without prejudice to any other remedies that such Party or the other Party may lawfully have, and either Party may seek any other remedy it may have available for breach of this Agreement, except as otherwise set forth in this Agreement.
 - i. Within ninety (90) days after termination for cause initiated by the County, Gateway85 CID shall be required to repay the County for all County contributed funds that were utilized for purposes other than those outlined herein and any and all undisbursed County funds. Gateway85 CID shall not make any further disbursement of County contributed funds after receipt of such notice of termination. An audit of Gateway85 CID's use of funds contributed by the County may be conducted by the County within one (1) year following termination, and any difference between the audited amount and the undisbursed amounts shall be returned to the County within thirty (30) days of receipt by Gateway85 CID of the audit.
- 6. **NOTICES.** All notices, certificates, or other communications hereunder shall be sufficiently given if personally delivered or shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid to the Parties hereto at the following addresses or such other address designated by such Party in writing:

County: County Administrator
 Gwinnett County Board of Commissioners
 75 Langley Drive
 Lawrenceville, GA 30046

with a copy to: County Attorney
Gwinnett County Department of Law
75 Langley Drive
Lawrenceville, GA 30046

Gateway 85 CID: Executive Director
6305 Crescent Drive
Norcross, GA 30071

7. **AMENDMENTS.** No modification of this Agreement shall be made unless acknowledged in a written amendment signed by both Parties.
8. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
9. **CAPTIONS, DESIGNATIONS.** The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement. Whether the context of this Agreement requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.
10. **GOVERNING LAW AND EXCLUSIVE FORUM.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia as well as the Gwinnett County Code. Any legal suit, action, or proceeding arising out of, or related to, this Agreement shall be brought exclusively in the Superior Court of Gwinnett County, Georgia, or the United States District Court for the Northern District of Georgia, and Gateway85 CID irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire written agreement between the Parties hereto as to all matters contained herein. All subsequent changes to this Agreement must be in writing and signed by both Parties. This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Flock Services of any liability or to complete the work in a good, substantial, and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the County or to the Gateway85 CID by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2025.

GWINNETT COUNTY, GEORGIA

**GATEWAY85 GWINNETT COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
NICOLE L. HENDRICKSON

By: _____

Title: CHAIRWOMAN

Title: CHAIRMAN

ATTEST:

ATTEST:

By: _____

By: _____

Title: County Clerk/Deputy County
Clerk (SEAL)

Title: Director of Operations (SEAL)

Approved as to Form:

Gwinnett County Staff Attorney



EXHIBIT A

**Flock Safety + GA - Gateway 85
Gwinnett Community Improvement
District**

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

MAIN CONTACT:
John Watson
john.watson@flocksafety.com
678-210-8524

flock safety



EXHIBIT A
ORDER FORM

Customer:	GA - Gateway 85 Gwinnett Community Improvement District	Initial Term:	60 Months
Legal Entity Name:	GA - Gateway 85 Gwinnett Community Improvement District	Renewal Term:	24 Months
Accounts Payable Email:	robert@gateway85.com	Payment Terms:	Net 15
Address:	1485 Chinook Court Southwest Lilburn, Georgia 30047	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$300,000.00
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ® -	Included	120	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$300,000.00
Annual Recurring Subtotal:	\$300,000.00
Discounts:	\$300,000.00
Estimated Tax:	\$0.00
Contract Total:	\$1,500,000.00

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

Special Terms:
• The Initial Term of this Agreement shall be from 12/31/2024 - 12/30/2029. As of 12/31/2024, this Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference, which are terminated as of 12/31/2024.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$300,000.00
Annual Recurring after Year 1	\$300,000.00
Contract Total	\$1,500,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$300,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS TM - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon [®] -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon [®] LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint TM technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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

FLOCK GROUP, INC.

By:

Signed by:

Mark Smith

AC5C931454C24F3...

Name: Mark Smith
Title: General Counsel
Date: 12/9/2024

Customer: GA - Gateway 85 Gwinnett Community Improvement District

By:

Signed by:

Emory Morsberger

34D4E9C260454DA...

Name: Emory Morsberger
Title: Executive Director
Date: 12/9/2024

PO Number:

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) effective on the latest date of mutual execution (“**Effective Date**”) of the Order Form (“**Order Form**”) which describes the Flock Services to be performed and the Term, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices;

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, and not in violation of civil liberties, the law, or the Constitution of the United States or any state (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, upon mutual consideration, the receipt and sufficiency of which are hereby acknowledged, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

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

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual directors, officers, employees, agents, or contractors of Customer or law enforcement agencies accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the 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 as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” or “**Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Other than the acts or omissions of law enforcement agencies, Customer shall be responsible for all acts and omissions of Authorized End Users, including any acts or omissions of Authorized End Users which would constitute a breach of this Agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement 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 Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or Services to its Customers, the competitive strength of, or market for, Flock’s products or Services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the Services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer'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 customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit except if the Service Suspension was not caused by Customer, in which event the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate 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.

2.8 Flock Representations and Warranties. Flock represents, covenants, and warrants that Flock shall provide Flock Services only for a Permitted Purpose 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 data, video, photo, or audio content.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not directors, officers, employees, contractors, or agents of Customer or of law enforcement agencies. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account other than that of law enforcement agencies. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only for a Permitted Purpose 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 data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, 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 Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. 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 less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person other than Authorized End User any such Proprietary Information. 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. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (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; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (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 the Flock Services or Flock IP; or (vi) use the Flock Services for anything other than the Permitted Purpose, assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, either Party may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if requested by Customer, if requested by a law enforcement agency, 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 comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees ("Fees") set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its Service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the Order Form. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the 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**") 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.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. In the event of any Material Breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the 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 ("**Cure Period**"). A "**Material Breach**" includes the failure of Flock to provide access to Flock Services as required by Section

2.1, the failure of Flock to timely repair or replace a malfunction or failure of Flock Hardware or Embedded Software (Defect) as required by Section 8.1, the failure of Flock to comply with Section 2.8. Either Party may terminate this Agreement (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, (iii) upon the other Party's dissolution or ceasing to do business, or (iv) Customer's dissolution pursuant to the Gwinnett County Community Improvement Districts Act. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 2.8, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair, and if not able to repair, then must replace the defective Flock Hardware, either at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 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. 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.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. 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 SECTIONS 2.8 AND 8.3, 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. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain insurance policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR CLAIMS OF THIRD PARTIES, FLOCK, ITS 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 LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, REMOTE OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER 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. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) TO INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9.3.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its directors, officers, agents and employees, as well as law enforcement agencies, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) an alleged violation of this Agreement by Flock; (ii) negligent acts or omissions or intentionally wrongful conduct by Flock; (iii) claims of infringement upon any third party's patents, trademarks, service marks, names, symbols, logos, designs, artwork, trade names, patent rights, intellectual property, trade secrets, copyrights, code, interfaces, contractual rights, or proprietary rights, whether registered, pending registration, or subsisting at common law. (Flock warrants that no such infringement exists related to Services.); or (iv) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject

to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. 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 Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the attached reinstall fee schedule Exhibit D. Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations

under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 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.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, said consent not to be unreasonably withheld, (i) to any parent, subsidiary, or affiliate entity, (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction, or (iii) to a governmental entity.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the attached reinstall fee schedule Exhibit D, and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, 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 Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to reference and use Customer's name and trademarks and disclose the nature of the Services solely in business and development and marketing efforts. Flock agrees that Customer will retain all ownership rights in its name and trademarks.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer 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 Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not

contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. 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.

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

11.12 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 Party they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Morality. In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 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 email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 6305 Crescent Drive Norcross, GA 30071

ATTN: _____
Emory Morsberger

EMAIL: _____
emory@gateway85.com

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the Term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Exhibit C

Customer Implementation Guide Law Enforcement



flock safety

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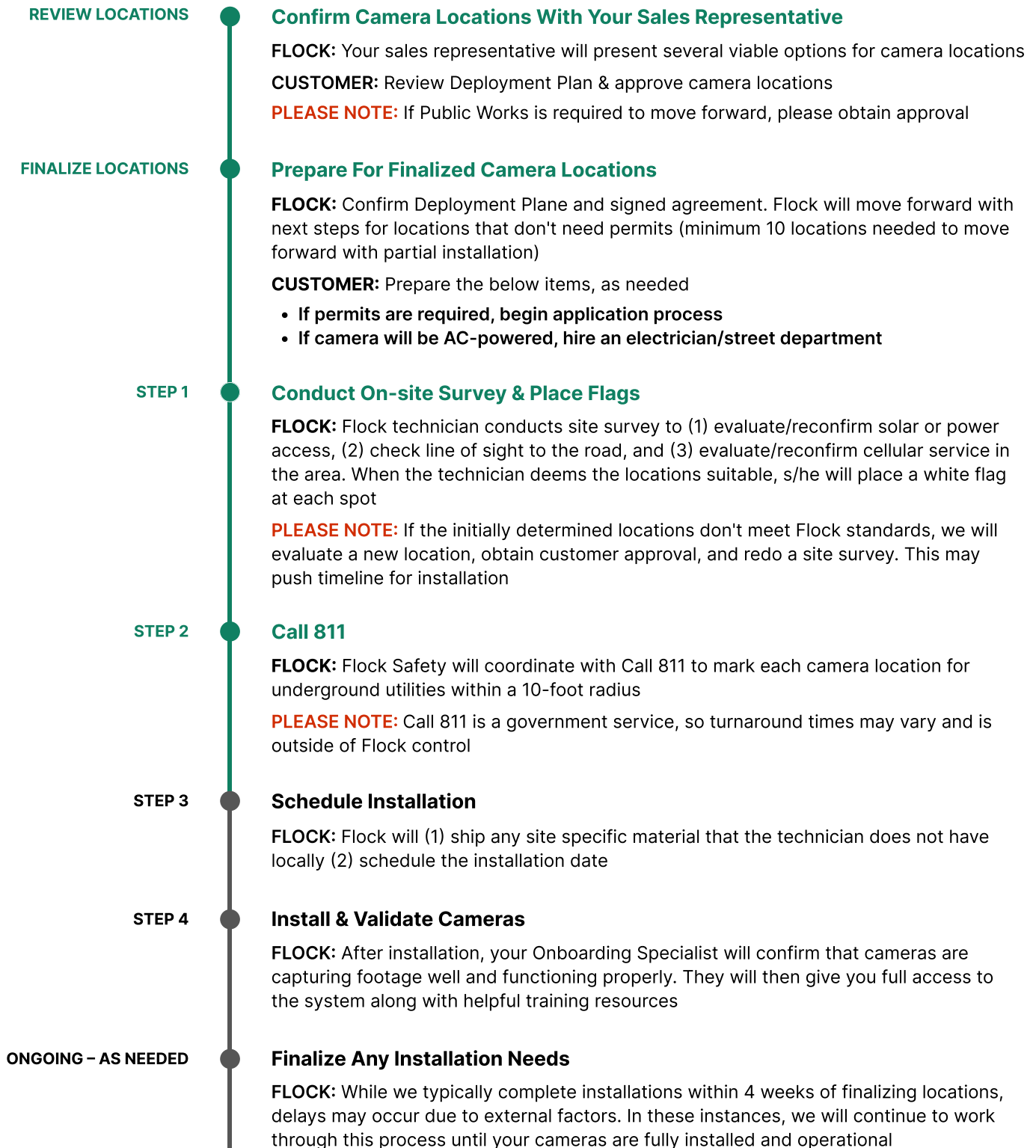
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Implementation Timeline

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:



Flock Safety Team

Implementation Team	How They Will Support You
<div></div> <div>Project Manager</div>	<p>Your Project Manager is your primary contact during camera installation.</p> <p>Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
<div></div> <div>Field Operations Team</div>	<ul style="list-style-type: none">• 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 the product.• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the 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 the technician.

Relationship Team	How They Will Support You
<div></div> <div>Customer Success Manager</div>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none">• Set up Account Training• Understand benefits of features• Learning best practices for getting relevant data• Identifying opportunities to expand the security network in your area• Provide feedback on your partnership with Flock
<div></div> <div>Flock Safety Support</div>	<p>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 or call 866-901-1781 Mon-Fri 8am-8pm EST.</p> <p>Support can help you:</p> <ul style="list-style-type: none">• Request camera maintenance• Troubleshoot online platform• Contract / Billing questions• Update account information• Camera Sharing questions• Quick “How to” questions in your Flock Account

Outside Party	When They May Be Involved
Electrician/Street Department	If the 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 the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

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

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting 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, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the 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.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

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



2. Acquire an Electric Quote

Contact 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 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



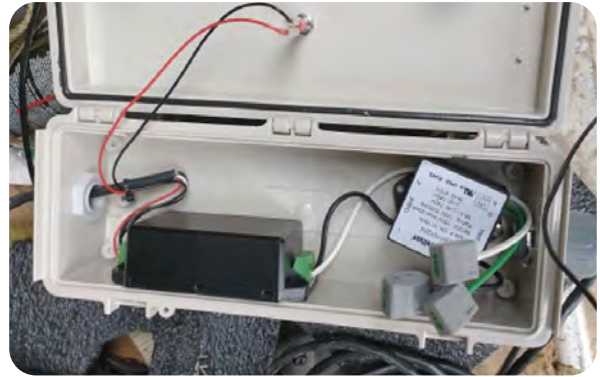
6. Connect Camera to Power

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

Electrician Handout

Electrician Installation Steps

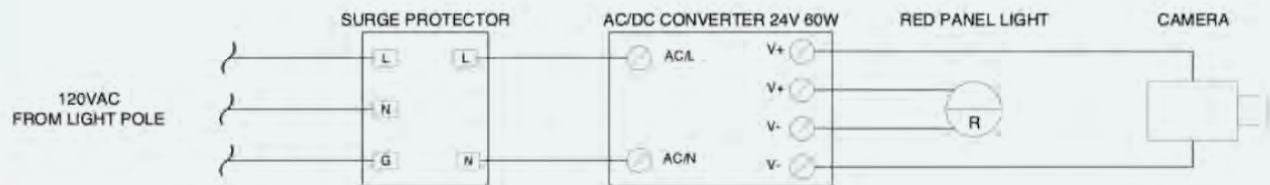
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position 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. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer 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 Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. 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.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies 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 unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

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 the existing power infrastructure before creating the deployment plan.

Can you plug it 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. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. 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 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 Summary

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

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding 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>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**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

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the 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 companies, 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: A bucket truck is required if the height exceeds 15 feet tall.

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 the 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 an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE 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 is required (cones, arrow boards, 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., arrow boards), 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 before 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 needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

*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.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered)..... \$350
 - Flock pole (non-AC powered)..... \$750
 - Advanced pole (non-AC powered)..... \$5000
- Replacements
 - Camera only as a result of vandalism, theft, or damage \$800
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole \$500
 - Advanced pole \$5000
 - Full replacement as a result of vandalism, theft, or damage
 - Flock pole, camera, and solar (non-AC Powered)..... \$1300
 - Advanced pole, camera, and solar (non-AC Powered)..... \$5800

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

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.

Help Center

Our Help Center is filled with many 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 network of 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.

Exhibit D

Reinstall 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

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | **\$150**
- Standard Install | **\$650**
- Advanced Install | **\$1,900**

Solutions

Products

Why
Flock

Resources

- Camera relocation, existing pole | **\$350**
- Camera relocation, Flock pole | **\$750**
- Camera relocation, advanced pole | **\$5,000**

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | **\$800**
- Flock pole replacement as a result of vandalism, theft, or damage | **\$500**
- Advanced pole replacement as a result of vandalism, theft, or damage | **\$5,000**
- Technician visit for any other reason not listed above | **\$350**

Flock Safety Falcon Flex™ Replacements

- Replacement Camera | **\$800**
- Replacement Battery | **\$750**
- Replacement Solar Panel | **\$500**
- Replacement DC Power Kit | **\$150**
- Replacement AC Power Kit | **\$150**

SOLUTIONS

PRODUCTS

COMPANY

MEDIA

SUPPORT

Overview

Neighborhood
Safety

Overview

About Us

Press

FAQs

HOA Board

LPR

Pricing

Media

Contact

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250769			
Department:	Police Services	Date Submitted:	07/21/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	abouch	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Sugarloaf Community Improvement District for Flock cameras and related services.			
Attachments	Justification Letter; Intergovernmental Agreement		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation	Approval		
BAC Action:			
Department Head	jdmclure (7/22/2025)		
Attorney	mcintron (8/11/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Police Services	*	\$175,000	brainey (8/8/2025)
Finance Comments	*The current balance in Payments to Others - Misc is checked as services are provided. For FY2025, \$35,000 is allocated. For FY2026-29, \$140,000 is subject to budget approval.			FinDir's Initials raroyal (8/7/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held?
Working Session		<div style="border: 1px solid black; padding: 10px; height: 150px;"> No Action Taken </div>
Action	New Item	
Tabled		
Motion		
2nd by		



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: J.D. McClure *JDM*
Chief of Police

FROM: Felicia Kemp *FK*
Fiscal Supervisor

SUBJECT: Intergovernmental Agreement with the Sugarloaf Community Improvement District

DATE: July 16, 2025

ITEM OF BUSINESS

Approval and authorization for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Sugarloaf Community Improvement District for Flock cameras and related services.

BACKGROUND AND DISCUSSION

In the interest of health, safety, and welfare of the citizens of Gwinnett County, it has been proposed that the County and the Sugarloaf Community Improvement District (CID) combine their resources and efforts to provide for the usage of Flock camera services within the Sugarloaf CID geographic region.

The Sugarloaf CID has entered into a 5-year contract with the Flock Group, Inc., for Flock Services, including the placement of 35 Flock cameras within the Sugarloaf CID geographic region.

The County will reimburse the Sugarloaf CID 40% of the total annual cost, up to a yearly cap of \$35,000.00, during the term of this Agreement.

As part of the Agreement, the Sugarloaf CID consents to Flock providing continuous access to the Sugarloaf CID Flock cameras to the Gwinnett County Police Department for use as part of the Situational Awareness and Crime Response Center (SACRC), a real-time crime tracking and response hub.

**AGREEMENT BETWEEN GWINNETT COUNTY AND THE SUGARLOAF
COMMUNITY IMPROVEMENT DISTRICT REGARDING FLOCK CAMERAS**

This Agreement (hereinafter "Agreement"), made by and between the Sugarloaf Community Improvement District, a self-taxing district authorized by the Gwinnett County Board of Commissioners and headquartered at 6500 Sugarloaf Parkway, Duluth, Georgia 30097 (hereinafter "Sugarloaf CID") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter "County"), each a "Party" or collectively "Parties" and each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, the Parties to this Agreement are authorized to enter into intergovernmental agreements; and

WHEREAS, the Parties believe that it would be in the interest of the health, safety, and welfare of the citizens of Gwinnett County to combine their resources and efforts to provide for the acquisition and use of Flock cameras and related services within the Sugarloaf CID geographic region; and

WHEREAS, both Parties to this Agreement have allocated certain funds for use in connection with this Agreement; and

WHEREAS, the Sugarloaf CID has entered into a 5-year contract with Flock Group, Inc. for annual Flock Services, including the placement of 35 Flock cameras within the Sugarloaf CID geographic region (hereinafter "Flock Services"); and

WHEREAS, the Parties now desire to enter into this Agreement to clearly set forth the responsibilities of each Party related to the Flock Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

1. SUGARLOAF CID OBLIGATIONS.

- a. Sugarloaf CID shall be responsible for securing and contracting in its own name with Flock Group, Inc. for the Flock Services. A copy of Sugarloaf

CID's contract for the Flock Services is attached hereto and incorporated herein as Exhibit A.

- b. Sugarloaf CID shall be responsible for the payment of all expenses, costs, and invoices from Flock Group, Inc., related to the Flock Services.
 - c. Upon payment of invoices, Sugarloaf CID will then invoice the County once annually for reimbursement of the County's agreed upon contributions toward the Flock Services.
 - d. Each invoice from Sugarloaf CID to the County for reimbursement shall include proof of Sugarloaf CID's payment to Flock Group, Inc.
 - e. As a condition of the County's payment of any reimbursement amounts, Sugarloaf CID must consent to Flock providing continuous access to the Flock cameras in the Sugarloaf CID to the Gwinnett County Police Department.
 - f. Sugarloaf CID agrees that funds paid by the County pursuant to this Agreement will be used only for expenses directly related to the Flock Services.
 - g. Sugarloaf CID agrees that funds paid by the County pursuant to this Agreement shall not be used for any purpose or in any manner that has been disallowed by the County or which if expended by the County would violate any applicable statute, ordinance, regulation, order or requirement currently existing or hereinafter applied by any federal, state, or local department, commission, or board.
2. **COUNTY PAYMENTS.** Upon receipt of an invoice that includes proof of Sugarloaf CID's payment to Flock Group, Inc., the County will pay to Sugarloaf CID, as reimbursement, 40% of the total amounts paid by Sugarloaf CID for the Flock Services up to an annual cap of \$35,000.00 during the Term of this Agreement.
3. **FINANCIAL RECORDS.**
- a. Sugarloaf CID shall maintain and provide detailed, accurate, and complete financial records of its costs and expenses associated with the Flock Services and all other duties under this Agreement, in accordance with generally accepted accounting principles.
 - b. Sugarloaf CID covenants that it will keep accurate records and accounts of all receipts of County funds.

- c. Upon written request from the County, Sugarloaf CID shall prepare reports to be provided to the County showing the use of County funds. These records shall include, but are not limited to, a detailed accounting of all costs and expenses associated with the Flock Services.
 - d. The County and its respective agents, accountants, attorneys, experts, and representatives shall have the right, at reasonable times and upon reasonable notice, to inspect all books and records of Sugarloaf CID, or the books and records in the Sugarloaf CID's possession, relating to the Flock Services. The systems and procedures used to maintain these records shall include a system of internal controls and shall be open to inspection by the County.
4. **INDEMNIFICATION.** Sugarloaf CID agrees to indemnify and hold harmless the County and its agents, officers, and employees from and against any and all liability, loss, damages, interest, judgments, and liens growing out of any and all costs and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising out of or incurred in connection with any and all claims, demands, suits, actions, or proceedings which may be brought against the County, its agents, officers, or employees by reason of or as a result of: i) Sugarloaf CID's management or payment of the contract with Flock Group, Inc.; ii) Sugarloaf CID's use of the Flock Services and its data; or iii) the negligent or willful act or omission of Sugarloaf CID, its agents, officers, employees, or directors, to the extent permitted by the laws of the State of Georgia.
5. **TERM and TERMINATION.**
- a. **TERM.** The Term of this Agreement will commence effective December 31, 2024 and will continue for five (5) years thereafter through December 30, 2029.
 - b. **TERMINATION.**
 - i. **TERMINATION FOR LACK OF ALLOCATION OF FUNDS.** During the Term, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and then at the close of each succeeding calendar year of the Initial Term due to lack of allocation of funds by the County.
 - ii. **TERMINATION FOR CAUSE.** Either Party may terminate this Agreement for cause upon material breach of any of the terms herein by the other Party. For purposes of this Agreement, cause for termination will include Sugarloaf CID's utilization of County contributed funds for purposes

other than those outlined herein or failure of either Party to meet the requirements of this Agreement within thirty (30) days of notice from the other Party to cure deficiencies, without such cure having been provided.

- iii. Sugarloaf CID agrees to notify the County immediately upon termination or expiration of Sugarloaf CID's contract(s) with Flock Group, Inc. related to the Flock Services. This Agreement will terminate automatically upon termination or expiration of Sugarloaf CID's contract(s) with Flock Group, Inc. related to the Flock Services.
 - c. UPON TERMINATION. Either Party's termination of this Agreement will be without prejudice to any other remedies that such Party or the other Party may lawfully have, and either Party may seek any other remedy it may have available for breach of this Agreement, except as otherwise set forth in this Agreement.
 - i. Within ninety (90) days after termination for cause initiated by the County, Sugarloaf CID shall be required to repay the County for all County contributed funds that were utilized for purposes other than those outlined herein and any and all undisbursed County funds. Sugarloaf CID shall not make any further disbursement of County contributed funds after receipt of such notice of termination. An audit of Sugarloaf CID's use of funds contributed by the County may be conducted by the County within one (1) year following termination, and any difference between the audited amount and the undisbursed amounts shall be returned to the County within thirty (30) days of receipt by Sugarloaf CID of the audit.
6. **NOTICES.** All notices, certificates, or other communications hereunder shall be sufficiently given if personally delivered or shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid to the Parties hereto at the following addresses or such other address designated by such Party in writing:

County: County Administrator
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046

with a copy to: County Attorney
Gwinnett County Department of Law
75 Langley Drive
Lawrenceville, GA 30046

Sugarloaf CID: Executive Director
6500 Sugarloaf Parkway
Duluth, GA 30097

7. **AMENDMENTS.** No modification of this Agreement shall be made unless acknowledged in a written amendment signed by both Parties.
8. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
9. **CAPTIONS, DESIGNATIONS.** The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement. Whether the context of this Agreement requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.
10. **GOVERNING LAW AND EXCLUSIVE FORUM.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia as well as the Gwinnett County Code. Any legal suit, action, or proceeding arising out of, or related to, this Agreement shall be brought exclusively in the Superior Court of Gwinnett County, Georgia, or the United States District Court for the Northern District of Georgia, and Sugarloaf CID irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire written agreement between the Parties hereto as to all matters contained herein. All subsequent changes to this Agreement must be in writing and signed by both Parties. This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Flock Services of any liability or to complete the work in a good, substantial, and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the County or to the Sugarloaf CID by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2025.

WINNETT COUNTY, GEORGIA

**SUGARLOAF COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
NICOLE L. HENDRICKSON

By: Brand Morgan

Title: CHAIRWOMAN

Title: Chair

ATTEST:

ATTEST:

By: _____

By: AD

Title: County Clerk/Deputy County
Clerk (SEAL)

Title: Executive Director (SEAL)

Approved as to Form:

Gwinnett County Staff Attorney



EXHIBIT A

**Flock Safety + GA - Sugarloaf
Community Improvement District**

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

MAIN CONTACT:
John Watson
john.watson@flocksafety.com
678-210-8524

flock safety



EXHIBIT A
ORDER FORM

Customer:	GA - Sugarloaf Community Improvement District	Initial Term:	60 Months
Legal Entity Name:	GA - Sugarloaf Community Improvement District	Renewal Term:	24 Months
Accounts Payable Email:	adavis@sugarloafcid.org	Payment Terms:	Net 15
Address:	6500 Sugarloaf Pkwy Duluth, Georgia 30097	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$87,500.00
Flock Safety Flock OS			
FlockOS TM - - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ® -	Included	35	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$87,500.00
Annual Recurring Subtotal:	\$87,500.00
Discounts:	\$87,500.00
Estimated Tax:	\$0.00
Contract Total:	\$437,500.00

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

- Special Terms:**
- The Initial Term of this Agreement shall be from 12/31/2024 - 12/30/2029. As of 12/31/2024, this Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference, which are terminated as of 12/31/2024.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$87,500.00
Annual Recurring after Year 1	\$87,500.00
Contract Total	\$437,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$87,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS TM - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon [®] -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon [®] LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint TM technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI’s National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

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

FLOCK GROUP, INC.

By:

Signed by:

Mark Smith

AC5C931454C24F3...

Name: Mark Smith
Title: General Counsel
Date: 12/2/2024

Customer: GA - Sugarloaf Community Improvement District

By:

Signed by:

Alyssa Davis

3D665CF4365D4D3...

Name: Alyssa Davis
Title: Executive Director
Date: 12/2/2024

PO Number:

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) effective on the latest date of mutual execution (“**Effective Date**”) of the Order Form (“**Order Form**”) which describes the Flock Services to be performed and the Term, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices;

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, and not in violation of civil liberties, the law, or the Constitution of the United States or any state (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, upon mutual consideration, the receipt and sufficiency of which are hereby acknowledged, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

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

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual directors, officers, employees, agents, or contractors of Customer or law enforcement agencies accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the 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 as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” or “**Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Other than the acts or omissions of law enforcement agencies, Customer shall be responsible for all acts and omissions of Authorized End Users, including any acts or omissions of Authorized End Users which would constitute a breach of this Agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement 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 Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or Services to its Customers, the competitive strength of, or market for, Flock’s products or Services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the Services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer'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 customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit except if the Service Suspension was not caused by Customer, in which event the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate 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.

2.8 Flock Representations and Warranties. Flock represents, covenants, and warrants that Flock shall provide Flock Services only for a Permitted Purpose 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 data, video, photo, or audio content.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not directors, officers, employees, contractors, or agents of Customer or of law enforcement agencies. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account other than that of law enforcement agencies. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only for a Permitted Purpose 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 data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, 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 Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. 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 less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person other than Authorized End User any such Proprietary Information. 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. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (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; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (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 the Flock Services or Flock IP; or (vi) use the Flock Services for anything other than the Permitted Purpose, assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, either Party may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if requested by Customer, if requested by a law enforcement agency, 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 comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees ("Fees") set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its Service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the Order Form. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the 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**") 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.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. In the event of any Material Breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the 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 ("**Cure Period**"). A "**Material Breach**" includes the failure of Flock to provide access to Flock Services as required by Section

2.1, the failure of Flock to timely repair or replace a malfunction or failure of Flock Hardware or Embedded Software (Defect) as required by Section 8.1, the failure of Flock to comply with Section 2.8. Either Party may terminate this Agreement (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, (iii) upon the other Party's dissolution or ceasing to do business, or (iv) Customer's dissolution pursuant to the Gwinnett County Community Improvement Districts Act. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 2.8, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair, and if not able to repair, then must replace the defective Flock Hardware, either at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 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. 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.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. 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 SECTIONS 2.8 AND 8.3, 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. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain insurance policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR CLAIMS OF THIRD PARTIES, FLOCK, ITS 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 LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, REMOTE OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER 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. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) TO INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9.3.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its directors, officers, agents and employees, as well as law enforcement agencies, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) an alleged violation of this Agreement by Flock; (ii) negligent acts or omissions or intentionally wrongful conduct by Flock; (iii) claims of infringement upon any third party's patents, trademarks, service marks, names, symbols, logos, designs, artwork, trade names, patent rights, intellectual property, trade secrets, copyrights, code, interfaces, contractual rights, or proprietary rights, whether registered, pending registration, or subsisting at common law. (Flock warrants that no such infringement exists related to Services.); or (iv) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject

to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. 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 Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the attached reinstall fee schedule Exhibit D. Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations

under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 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.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, said consent not to be unreasonably withheld, (i) to any parent, subsidiary, or affiliate entity, (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction, or (iii) to a governmental entity.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the attached reinstall fee schedule Exhibit D, and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, 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 Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to reference and use Customer's name and trademarks and disclose the nature of the Services solely in business and development and marketing efforts. Flock agrees that Customer will retain all ownership rights in its name and trademarks.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer 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 Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not

contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. 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.

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

11.12 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 Party they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Morality. In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 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 email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 6500 Sugarloaf Parkway Duluth, GA 30097

ATTN: Alyssa Davis

EMAIL: adavis@sugarloafcid.org

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the Term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Exhibit C

Customer Implementation Guide Law Enforcement



flock safety

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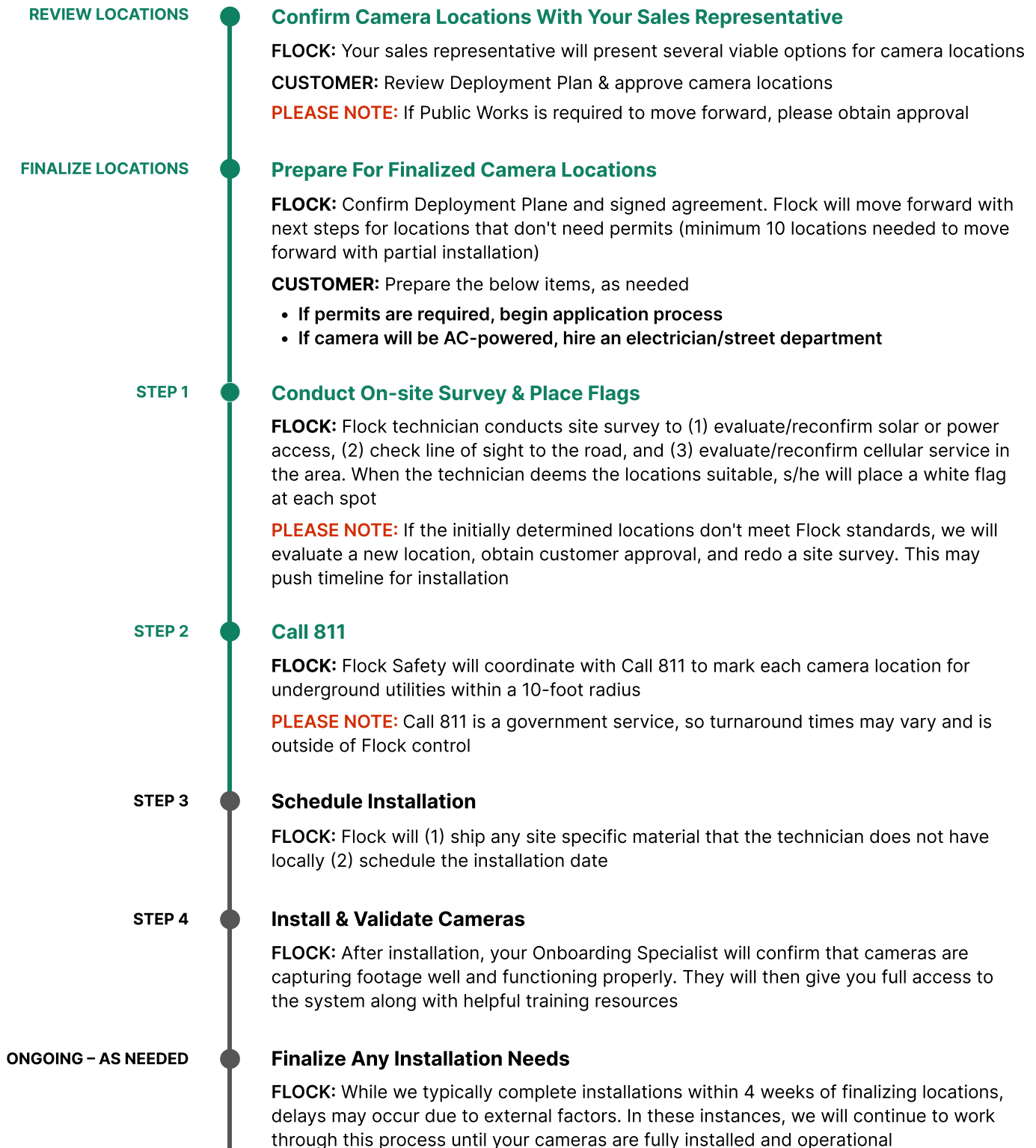
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Implementation Timeline

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:



Flock Safety Team

Implementation Team	How They Will Support You
<div></div> <div>Project Manager</div>	<p>Your Project Manager is your primary contact during camera installation.</p> <p>Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
<div></div> <div>Field Operations Team</div>	<ul style="list-style-type: none">• 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 the product.• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the 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 the technician.

Relationship Team	How They Will Support You
<div></div> <div>Customer Success Manager</div>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none">• Set up Account Training• Understand benefits of features• Learning best practices for getting relevant data• Identifying opportunities to expand the security network in your area• Provide feedback on your partnership with Flock
<div></div> <div>Flock Safety Support</div>	<p>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 or call 866-901-1781 Mon-Fri 8am-8pm EST.</p> <p>Support can help you:</p> <ul style="list-style-type: none">• Request camera maintenance• Troubleshoot online platform• Contract / Billing questions• Update account information• Camera Sharing questions• Quick “How to” questions in your Flock Account

Outside Party	When They May Be Involved
Electrician/Street Department	If the 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 the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

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

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting 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, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the 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.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

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



2. Acquire an Electric Quote

Contact 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 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

Electrician Handout

Electrician Installation Steps

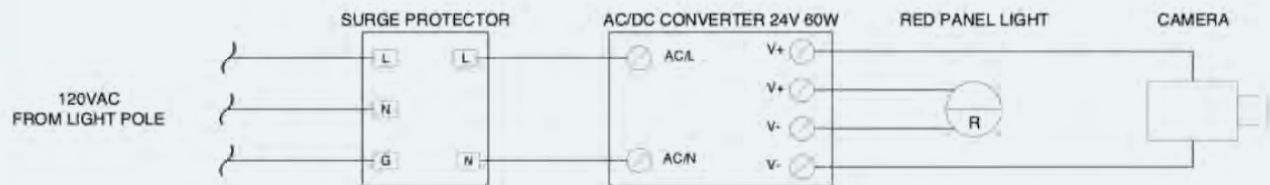
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position 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. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer 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 Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. 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.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies 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 unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

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 the existing power infrastructure before creating the deployment plan.

Can you plug it 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. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. 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 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 Summary

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

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding 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>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**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

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the 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 companies, 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: A bucket truck is required if the height exceeds 15 feet tall.

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 the 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 an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE 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 is required (cones, arrow boards, 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., arrow boards), 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 before 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 needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

*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.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered)..... **\$350**
 - Flock pole (non-AC powered)..... **\$750**
 - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

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.

Help Center

Our Help Center is filled with many 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 network of 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.

Exhibit D

Reinstall 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

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | **\$150**
- Standard Install | **\$650**
- Advanced Install | **\$1,900**

Solutions

Products

Why
Flock

Resources

- Camera relocation, existing pole | **\$350**
- Camera relocation, Flock pole | **\$750**
- Camera relocation, advanced pole | **\$5,000**

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | **\$800**
- Flock pole replacement as a result of vandalism, theft, or damage | **\$500**
- Advanced pole replacement as a result of vandalism, theft, or damage | **\$5,000**
- Technician visit for any other reason not listed above | **\$350**

Flock Safety Falcon Flex™ Replacements

- Replacement Camera | **\$800**
- Replacement Battery | **\$750**
- Replacement Solar Panel | **\$500**
- Replacement DC Power Kit | **\$150**
- Replacement AC Power Kit | **\$150**

SOLUTIONS

PRODUCTS

COMPANY

MEDIA

SUPPORT

Overview

Neighborhood
Safety

Overview

About Us

Press

FAQs

HOA Board

LPR

Pricing

Media

Contact

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250770			

Department:	Police Services	Date Submitted:	07/21/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	abouch	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Gwinnett Place Community Improvement District for Flock cameras and related services.			
Attachments	Justification Letter; Intergovernmental Agreement		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation	Approval		
BAC Action:			
Department Head	jdmclure (7/22/2025)		
Attorney	mcintron (8/11/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Police Services	*	\$325,000	brainey (8/8/2025)
Finance Comments	*The current balance in Payments to Others - Misc is checked as services are provided. For FY2025, \$65,000 is allocated. For FY2026-29, \$260,000 is subject to budget approval.			FinDir's Initials raroyal (8/7/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; margin: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: J.D. McClure *JDM*
Chief of Police

FROM: Felicia Kemp *FK*
Fiscal Supervisor

SUBJECT: Intergovernmental Agreement with the Gwinnett Place Community Improvement District

DATE: July 16, 2025

ITEM OF BUSINESS

Approval and authorization for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Gwinnett Place Community Improvement District for Flock cameras and related services.

BACKGROUND AND DISCUSSION

In the interest of health, safety, and welfare of the citizens of Gwinnett County, it has been proposed that the County and the Gwinnett Place Community Improvement District (CID) combine their resources and efforts to provide for the usage of Flock camera services within the Gwinnett Place CID geographic region.

The Gwinnett Place CID has entered into a 5-year contract with the Flock Group, Inc., for Flock Services, including the placement of 65 Flock cameras within the Gwinnett Place CID geographic region.

The County will reimburse the Gwinnett Place CID 40% of the total annual cost, up to a yearly cap of \$65,000.00, during the term of this Agreement.

As part of the Agreement, the Gwinnett Place CID consents to Flock providing continuous access to the Gwinnett Place CID Flock cameras to the Gwinnett County Police Department for use as part of the Situational Awareness and Crime Response Center (SACRC), a real-time crime tracking and response hub.

**AGREEMENT BETWEEN GWINNETT COUNTY AND THE GWINNETT PLACE
COMMUNITY IMPROVEMENT DISTRICT REGARDING FLOCK CAMERAS**

This Agreement (hereinafter "Agreement"), made by and between the Gwinnett Place Community Improvement District, a self-taxing district authorized by the Gwinnett County Board of Commissioners and headquartered at 3700 Crestwood Parkway, Suite 680, Duluth, Georgia 30096 (hereinafter "Gwinnett Place CID") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter "County"), each a "Party" or collectively "Parties" and each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, the Parties to this Agreement are authorized to enter into intergovernmental agreements; and

WHEREAS, the Parties believe that it would be in the interest of the health, safety, and welfare of the citizens of Gwinnett County to combine their resources and efforts to provide for the acquisition and use of Flock cameras and related services within the Gwinnett Place CID geographic region; and

WHEREAS, both Parties to this Agreement have allocated certain funds for use in connection with this Agreement; and

WHEREAS, the Gwinnett Place CID has entered into a 5-year contract with Flock Group, Inc. for annual Flock Services, including the placement of 65 Flock cameras within the Gwinnett Place CID geographic region (hereinafter "Flock Services"); and

WHEREAS, the Parties now desire to enter into this Agreement to clearly set forth the responsibilities of each Party related to the Flock Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

1. GWINNETT PLACE CID OBLIGATIONS.

- a. Gwinnett Place CID shall be responsible for securing and contracting in its own name with Flock Group, Inc. for the Flock Services. A copy of Gwinnett

Place CID's contract for the Flock Services is attached hereto and incorporated herein as Exhibit A.

- b. Gwinnett Place CID shall be responsible for the payment of all expenses, costs, and invoices from Flock Group, Inc., related to the Flock Services.
 - c. Upon payment of invoices, Gwinnett Place CID will then invoice the County once annually for reimbursement of the County's agreed upon contributions toward the Flock Services.
 - d. Each invoice from Gwinnett Place CID to the County for reimbursement shall include proof of Gwinnett Place CID's payment to Flock Group, Inc.
 - e. As a condition of the County's payment of any reimbursement amounts, Gwinnett Place CID must consent to Flock providing continuous access to the Flock cameras in the Gwinnett Place CID to the Gwinnett County Police Department.
 - f. Gwinnett Place CID agrees that funds paid by the County pursuant to this Agreement will be used only for expenses directly related to the Flock Services.
 - g. Gwinnett Place CID agrees that funds paid by the County pursuant to this Agreement shall not be used for any purpose or in any manner that has been disallowed by the County or which if expended by the County would violate any applicable statute, ordinance, regulation, order or requirement currently existing or hereinafter applied by any federal, state, or local department, commission, or board.
2. **COUNTY PAYMENTS.** Upon receipt of an invoice that includes proof of Gwinnett Place CID's payment to Flock Group, Inc., the County will pay to Gwinnett Place CID, as reimbursement, 40% of the total amounts paid by Gwinnett Place CID for the Flock Services up to an annual cap of \$65,000.00 during the Term of this Agreement.
3. **FINANCIAL RECORDS.**
- a. Gwinnett Place CID shall maintain and provide detailed, accurate, and complete financial records of its costs and expenses associated with the Flock Services and all other duties under this Agreement, in accordance with generally accepted accounting principles.
 - b. Gwinnett Place CID covenants that it will keep accurate records and accounts of all receipts of County funds.

- c. Upon written request from the County, Gwinnett Place CID shall prepare reports to be provided to the County showing the use of County funds. These records shall include, but are not limited to, a detailed accounting of all costs and expenses associated with the Flock Services.
 - d. The County and its respective agents, accountants, attorneys, experts, and representatives shall have the right, at reasonable times and upon reasonable notice, to inspect all books and records of Gwinnett Place CID, or the books and records in the Gwinnett Place CID's possession, relating to the Flock Services. The systems and procedures used to maintain these records shall include a system of internal controls and shall be open to inspection by the County.
4. **INDEMNIFICATION.** Gwinnett Place CID agrees to indemnify and hold harmless the County and its agents, officers, and employees from and against any and all liability, loss, damages, interest, judgments, and liens growing out of any and all costs and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising out of or incurred in connection with any and all claims, demands, suits, actions, or proceedings which may be brought against the County, its agents, officers, or employees by reason of or as a result of: i) Gwinnett Place CID's management or payment of the contract with Flock Group, Inc.; ii) Gwinnett Place CID's use of the Flock Services and its data; or iii) the negligent or willful act or omission of Gwinnett Place CID, its agents, officers, employees, or directors, to the extent permitted by the laws of the State of Georgia.
5. **TERM and TERMINATION.**
- a. **TERM.** The Term of this Agreement will commence effective December 31, 2024 and will continue for five (5) years thereafter through December 30, 2029.
 - b. **TERMINATION.**
 - i. **TERMINATION FOR LACK OF ALLOCATION OF FUNDS.** During the Term, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and then at the close of each succeeding calendar year of the Initial Term due to lack of allocation of funds by the County.
 - ii. **TERMINATION FOR CAUSE.** Either Party may terminate this Agreement for cause upon material breach of any of the terms herein by the other Party. For purposes of this Agreement, cause for termination will include

Gwinnett Place CID's utilization of County contributed funds for purposes other than those outlined herein or failure of either Party to meet the requirements of this Agreement within thirty (30) days of notice from the other Party to cure deficiencies, without such cure having been provided.

- iii. Gwinnett Place CID agrees to notify the County immediately upon termination or expiration of Gwinnett Place CID's contract(s) with Flock Group, Inc. related to the Flock Services. This Agreement will terminate automatically upon termination or expiration of Gwinnett Place CID's contract(s) with Flock Group, Inc. related to the Flock Services.

c. **UPON TERMINATION.** Either Party's termination of this Agreement will be without prejudice to any other remedies that such Party or the other Party may lawfully have, and either Party may seek any other remedy it may have available for breach of this Agreement, except as otherwise set forth in this Agreement.

- i. Within ninety (90) days after termination for cause initiated by the County, Gwinnett Place CID shall be required to repay the County for all County contributed funds that were utilized for purposes other than those outlined herein and any and all undisbursed County funds. Gwinnett Place CID shall not make any further disbursement of County contributed funds after receipt of such notice of termination. An audit of Gwinnett Place CID's use of funds contributed by the County may be conducted by the County within one (1) year following termination, and any difference between the audited amount and the undisbursed amounts shall be returned to the County within thirty (30) days of receipt by Gwinnett Place CID of the audit.

6. **NOTICES.** All notices, certificates, or other communications hereunder shall be sufficiently given if personally delivered or shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid to the Parties hereto at the following addresses or such other address designated by such Party in writing:

County:	County Administrator
	Gwinnett County Board of Commissioners
	75 Langley Drive
	Lawrenceville, GA 30046

with a copy to: County Attorney
Gwinnett County Department of Law
75 Langley Drive
Lawrenceville, GA 30046

Gwinnett Place CID: Executive Director
3700 Crestwood Parkway, Suite 680
Duluth, GA 30096

7. **AMENDMENTS.** No modification of this Agreement shall be made unless acknowledged in a written amendment signed by both Parties.
8. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
9. **CAPTIONS, DESIGNATIONS.** The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement. Whether the context of this Agreement requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.
10. **GOVERNING LAW AND EXCLUSIVE FORUM.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia as well as the Gwinnett County Code. Any legal suit, action, or proceeding arising out of, or related to, this Agreement shall be brought exclusively in the Superior Court of Gwinnett County, Georgia, or the United States District Court for the Northern District of Georgia, and Gwinnett Place CID irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire written agreement between the Parties hereto as to all matters contained herein. All subsequent changes to this Agreement must be in writing and signed by both Parties. This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Flock Services of any liability or to complete the work in a good, substantial, and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the County or to the Gwinnett Place CID by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2025.

WINNETT COUNTY, GEORGIA

**WINNETT PLACE COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
NICOLE L. HENDRICKSON

By:  _____
ROBERT INMAN RAGSDALE, III


Title: CHAIRWOMAN

Title: BOARD CHAIR

ATTEST:

ATTEST:

By: _____

By:  _____

Title: County Clerk/Deputy County
Clerk (SEAL)

Title: EXECUTIVE DIRECTOR (SEAL)

Approved as to Form:

Gwinnett County Staff Attorney

EXHIBIT A

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) effective on the latest date of mutual execution (“**Effective Date**”) of the Order Form (“**Order Form**”) which describes the Flock Services to be performed and the Term, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices;

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, and not in violation of civil liberties, the law, or the Constitution of the United States or any state (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, upon mutual consideration, the receipt and sufficiency of which are hereby acknowledged, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

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

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual directors, officers, employees, agents, or contractors of Customer or law enforcement agencies accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the 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 as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” or “**Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Other than the acts or omissions of law enforcement agencies, Customer shall be responsible for all acts and omissions of Authorized End Users, including any acts or omissions of Authorized End Users which would constitute a breach of this Agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement 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 Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or Services to its Customers, the competitive strength of, or market for, Flock's products or Services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the Services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer'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 customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit except if the Service Suspension was not caused by Customer, in which event the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate 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.

2.8 Flock Representations and Warranties. Flock represents, covenants, and warrants that Flock shall provide Flock Services only for a Permitted Purpose 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 data, video, photo, or audio content.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not directors, officers, employees, contractors, or agents of Customer or of law enforcement agencies. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account other than that of law enforcement agencies. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *“Customer Obligations”*).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only for a Permitted Purpose 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 data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, 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 Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. 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 less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person other than Authorized End User any such Proprietary Information. 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. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (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; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (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 the Flock Services or Flock IP; or (vi) use the Flock Services for anything other than the Permitted Purpose, assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, either Party may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if requested by Customer, if requested by a law enforcement agency, 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 comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees ("Fees") set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its Service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the Order Form. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the 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**") 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.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. In the event of any Material Breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the 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 ("**Cure Period**"). A "**Material Breach**" includes the failure of Flock to provide access to Flock Services as required by Section

2.1, the failure of Flock to timely repair or replace a malfunction or failure of Flock Hardware or Embedded Software (Defect) as required by Section 8.1, the failure of Flock to comply with Section 2.8. Either Party may terminate this Agreement (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, (iii) upon the other Party's dissolution or ceasing to do business, or (iv) Customer's dissolution pursuant to the Gwinnett County Community Improvement Districts Act. In the event of a material breach by Flock, and Flock is unable to cure within the *Cure Period*, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 2.8, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair, and if not able to repair, then must replace the defective Flock Hardware, either at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware (each a “*Unit*”) is lost, stolen, or damaged other than due to a Defect (each a “*Loss*”), Flock agrees to promptly replace the Unit according to the following policy: During the Initial Term, Flock will replace one-tenth (1/10) thereof of Units out of service due to Loss at no additional cost to Customer. (Example: 64 contracted Units would entitle Customer to six (6) “*Loss Replacement Units*”.) After the maximum allotment of Loss Replacement Units has been installed during the Initial Term, should Customer wish to replace additional Units out of service due to Loss, Customer will continue to pay Fees for the additional Loss Replacement Units. Customer’s allotment of cost free Loss Replacement Units shall renew for each Renewal Term. For avoidance of doubt, for example if Customer is entitled to seven (7) Loss Replacement Units during the Initial Term and renews the Agreement, Customer will be entitled to seven (7) additional Loss Replacement Units to replace Units out of service due to Loss occurring during each Renewal Term, but any unused cost free Loss Replacement Units from a previous Term will be forfeited. Customer shall not be required to replace subsequently lost, damaged or stolen Units, however, Customer 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 Customer regarding such affected functionality nor shall the Fees owed be impacted. After installation of all Loss Replacement Units to which Customer is entitled, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of additional Flock Hardware at a fee according to the attached reinstall fee schedule Exhibit D.

8.2.1. Exclusions. Flock will not provide the remedy described in Section 8.1 above if any of the following exclusions apply:

(a) Customer's misuse of the Hardware or Embedded Software in any manner, including operation of the 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; (b) Customer's damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) Customer's combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

8.3 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. 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.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. 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 SECTIONS 2.8 AND 8.3, 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. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain insurance policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes,

floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR CLAIMS OF THIRD PARTIES, FLOCK, ITS 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 LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, REMOTE OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER 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. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) TO INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9.3.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the

performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its directors, officers, agents and employees, as well as law enforcement agencies, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) an alleged violation of this Agreement by Flock; (ii) negligent acts or omissions or intentionally wrongful conduct by Flock; (iii) claims of infringement upon any third party's patents, trademarks, service marks, names, symbols, logos, designs, artwork, trade names, patent rights, intellectual property, trade secrets, copyrights, code, interfaces, contractual rights, or proprietary rights, whether registered, pending registration, or subsisting at common law. (Flock warrants that no such infringement exists related to Services.); or (iv) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. 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 Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will

collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the attached reinstall fee schedule Exhibit D. Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 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.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, said consent not to be unreasonably withheld, (i) to any parent, subsidiary, or affiliate entity, (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction, or (iii) to a governmental entity.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the attached reinstall fee schedule Exhibit D, and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, 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 Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual

execution by authorized representatives (“*Special Terms*”). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to reference and use Customer’s name and trademarks and disclose the nature of the Services solely in business and development and marketing efforts. Flock agrees that Customer will retain all ownership rights in its name and trademarks.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer 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 Customer or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. 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.

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

11.12 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 Party they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Morality. In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 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 email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

3700 Crestwood Parkway, 280

ATTN:

Duluth, GA 30096

Joe Allen

EMAIL:

jallen@swinnettplacecid.com

Exhibit A

**Flock Safety + GA - Gwinnett Place
Community Improvement District**

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

MAIN CONTACT:
John Watson
john.watson@flocksafety.com
678-210-8524

flock safety

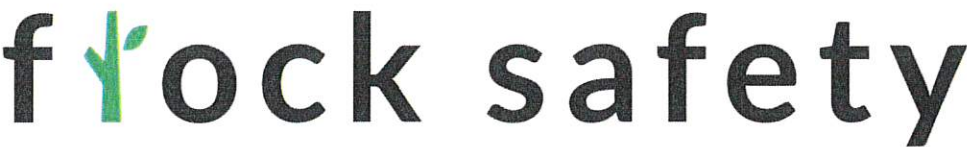


EXHIBIT A
ORDER FORM

Customer:	GA - Gwinnett Place Community Improvement District	Initial Term:	60 Months
Legal Entity Name:	GA - Gwinnett Place Community Improvement District	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	3700 Crestwood Pkwy Duluth, Georgia 30096	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$162,500.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon® -	Included	65	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$162,500.00
Annual Recurring Subtotal:	\$162,500.00
Discounts:	\$162,500.00
Estimated Tax:	\$0.00
Contract Total:	\$812,500.00

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

Special Terms:
• The Initial Term of this Agreement shall be from 12/31/2024 - 12/30/2029. As of 12/31/2024, this Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference, which are terminated as of 12/31/2024.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$162,500.00
Annual Recurring after Year 1	\$162,500.00
Contract Total	\$812,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$162,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon® -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.

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

FLOCK GROUP, INC.

Signed by:

By: AC5C931454C24F3...
Name: Mark Smith
Title: General Counsel
Date: 10/24/2024

Customer: GA - Gwinnett Place Community Improvement District

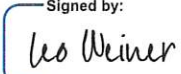
Signed by:

By: D950A422EF7341F...
Name: Leo Weiner
Title: Chairman
Date: 10/24/2024
PO Number: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the Term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

Exhibit C

Customer Implementation Guide

Law Enforcement



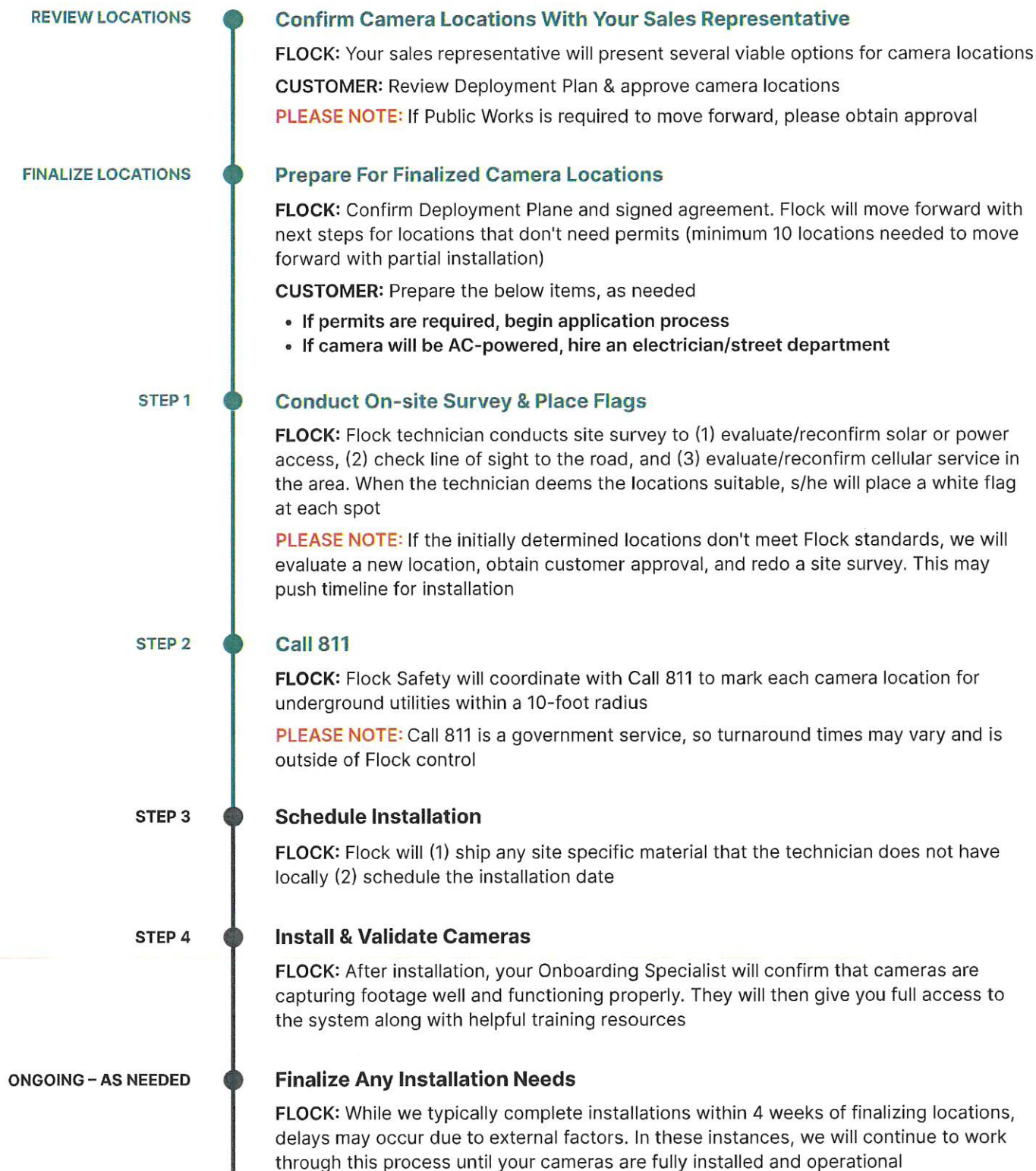
flock safety

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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:



Flock Safety Team

Implementation Team	How They Will Support You
<div></div> <div>Project Manager</div>	<p>Your Project Manager is your primary contact during camera installation.</p> <p>Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
<div></div> <div>Field Operations Team</div>	<ul style="list-style-type: none">• 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 the product.• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the 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 the technician.

Relationship Team	How They Will Support You
 <p data-bbox="203 674 518 758">Customer Success Manager</p>	<p data-bbox="609 373 1398 457">Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p data-bbox="609 495 1398 625">While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p data-bbox="609 663 1398 793">Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul data-bbox="628 814 1411 1182" style="list-style-type: none"> • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
 <p data-bbox="256 1650 461 1734">Flock Safety Support</p>	<p data-bbox="609 1346 1411 1570">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 or call 866-901-1781 Mon-Fri 8am-8pm EST.</p> <p data-bbox="609 1583 959 1619">Support can help you:</p> <ul data-bbox="628 1644 1411 1917" style="list-style-type: none"> • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick "How to" questions in your Flock Account

Outside Party	When They May Be Involved
Electrician/Street Department	If the 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 the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

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

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our **electrical wiring requirements**. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting 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, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the 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.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

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



2. Acquire an Electric Quote

Contact 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 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



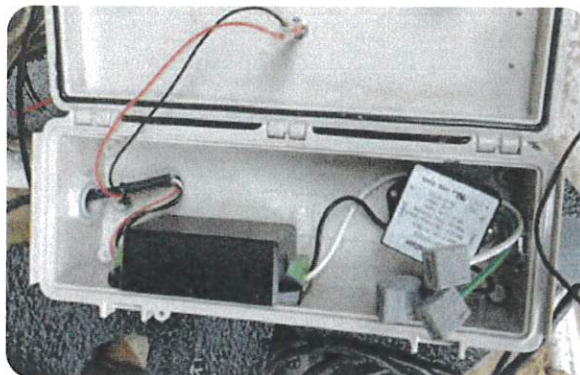
6. Connect Camera to Power

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

Electrician Handout

Electrician Installation Steps

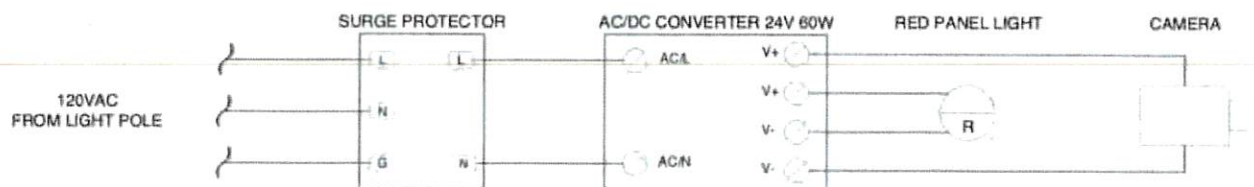
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position 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. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer 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 Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. 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.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies 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 unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

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 the existing power infrastructure before creating the deployment plan.

Can you plug it 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. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. 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 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 Summary

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

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding 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>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**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

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the 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 companies, 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: A bucket truck is required if the height exceeds 15 feet tall.

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 the 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 an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE 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 is required (cones, arrow boards, 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., arrow boards), 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 before 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 needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

***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.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered) **\$350**
 - Flock pole (non-AC powered) **\$750**
 - Advanced pole (non-AC powered) **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - Flock pole, camera, and solar (non-AC Powered) **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered) **\$5800**

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

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.

Help Center

Our Help Center is filled with many 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 network of 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.

Exhibit D

Reinstall 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

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | **\$150**
- Standard Install | **\$650**
- Advanced Install | **\$1,900**

Solutions	Products	Why Flock	Resource
• Camera relocation, existing pole \$350			
• Camera relocation, Flock pole \$750			
• Camera relocation, advanced pole \$5,000			

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | **\$800**
- Flock pole replacement as a result of vandalism, theft, or damage | **\$500**
- Advanced pole replacement as a result of vandalism, theft, or damage | **\$5,000**
- Technician visit for any other reason not listed above | **\$350**

Flock Safety Falcon Flex™ Replacements

- Replacement Camera | **\$800**
- Replacement Battery | **\$750**
- Replacement Solar Panel | **\$500**
- Replacement DC Power Kit | **\$150**
- Replacement AC Power Kit | **\$150**

SOLUTIONS		PRODUCTS	COMPANY	MEDIA	SUPPORT
Overview	Neighborhood Safety	Overview	About Us	Press	FAQs
HOA Board		LPR	Pricing	Media	Contact

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250771			

Department:	Police Services	Date Submitted:	07/21/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	abouch	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Evermore Community Improvement District for Flock cameras and related services.			
Attachments	Justification Letter; Intergovernmental Agreement		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation	Approval		
BAC Action:			
Department Head	jdmclure (7/22/2025)		
Attorney	mcintron (8/11/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Police Services	*	\$115,000	brainey (8/8/2025)
Finance Comments	*The current balance in Payments to Others - Misc is checked as services are provided. For FY2025, \$23,000 is allocated. For FY2026-29, \$92,000 is subject to budget approval.			FinDir's Initials raroyal (8/7/2025)


☐ Budget Adjust ☐ Grand Jury


County Clerk Use Only		PH was Held?
Working Session		<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> No Action Taken </div>
Action	New Item	
Tabled		
Motion		
2nd by		



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: J.D. McClure 
Chief of Police

FROM: Felicia Kemp 
Fiscal Supervisor

SUBJECT: Intergovernmental Agreement with the Evermore Community Improvement District

DATE: July 16, 2025

ITEM OF BUSINESS

Approval and authorization for the Chairwoman to execute an Intergovernmental Agreement for a funding partnership between Gwinnett County and the Evermore Community Improvement District for Flock cameras and related services.

BACKGROUND AND DISCUSSION

In the interest of health, safety, and welfare of the citizens of Gwinnett County, it has been proposed that the County and the Evermore Community Improvement District (CID) combine their resources and efforts to provide for the usage of Flock camera services within the Evermore CID geographic region.

The Evermore CID has entered into a 5-year contract with the Flock Group, Inc., for Flock Services, including the placement of 23 Flock cameras within the Evermore CID geographic region.

The County will reimburse the Evermore CID 40% of the total annual cost, up to a yearly cap of \$23,000.00, during the term of this Agreement.

As part of the Agreement, the Evermore CID consents to Flock providing continuous access to the Evermore CID Flock cameras to the Gwinnett County Police Department for use as part of the Situational Awareness and Crime Response Center (SACRC), a real-time crime tracking and response hub.

**AGREEMENT BETWEEN GWINNETT COUNTY AND THE EVERMORE
COMMUNITY IMPROVEMENT DISTRICT REGARDING FLOCK CAMERAS**

This Agreement (hereinafter "Agreement"), made by and between the Evermore Community Improvement District, a self-taxing district authorized by the Gwinnett County Board of Commissioners and headquartered at 2795 Main Street West, Suite 28, Snellville, GA 30078 (hereinafter "Evermore CID") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter "County"), each a "Party" or collectively "Parties" and each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, the Parties to this Agreement are authorized to enter into intergovernmental agreements; and

WHEREAS, the Parties believe that it would be in the interest of the health, safety, and welfare of the citizens of Gwinnett County to combine their resources and efforts to provide for the acquisition and use of Flock cameras and related services within the Evermore CID geographic region; and

WHEREAS, both Parties to this Agreement have allocated certain funds for use in connection with this Agreement; and

WHEREAS, the Evermore CID has entered into a 5-year contract with Flock Group, Inc. for annual Flock Services, including the placement of 23 Flock cameras within the Evermore CID geographic region (hereinafter "Flock Services"); and

WHEREAS, the Parties now desire to enter into this Agreement to clearly set forth the responsibilities of each Party related to the Flock Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

1. EVERMORE CID OBLIGATIONS.

- a. Evermore CID shall be responsible for securing and contracting in its own name with Flock Group, Inc. for the Flock Services. A copy of Evermore CID's

contract for the Flock Services is attached hereto and incorporated herein as Exhibit A.

- b. Evermore CID shall be responsible for the payment of all expenses, costs, and invoices from Flock Group, Inc., related to the Flock Services.
 - c. Upon payment of invoices, Evermore CID will then invoice the County once annually for reimbursement of the County's agreed upon contributions toward the Flock Services.
 - d. Each invoice from Evermore CID to the County for reimbursement shall include proof of Evermore CID's payment to Flock Group, Inc.
 - e. As a condition of the County's payment of any reimbursement amounts, Evermore CID must consent to Flock providing continuous access to the Flock cameras in the Evermore CID to the Gwinnett County Police Department.
 - f. Evermore CID agrees that funds paid by the County pursuant to this Agreement will be used only for expenses directly related to the Flock Services.
 - g. Evermore CID agrees that funds paid by the County pursuant to this Agreement shall not be used for any purpose or in any manner that has been disallowed by the County or which if expended by the County would violate any applicable statute, ordinance, regulation, order or requirement currently existing or hereinafter applied by any federal, state, or local department, commission, or board.
2. **COUNTY PAYMENTS.** Upon receipt of an invoice that includes proof of Evermore CID's payment to Flock Group, Inc., the County will pay to Evermore CID, as reimbursement, 40% of the total amounts paid by Evermore CID for the Flock Services up to an annual cap of \$23,000.00 during the Term of this Agreement.
3. **FINANCIAL RECORDS.**
- a. Evermore CID shall maintain and provide detailed, accurate, and complete financial records of its costs and expenses associated with the Flock Services and all other duties under this Agreement, in accordance with generally accepted accounting principles.
 - b. Evermore CID covenants that it will keep accurate records and accounts of all receipts of County funds.

- c. Upon written request from the County, Evermore CID shall prepare reports to be provided to the County showing the use of County funds. These records shall include, but are not limited to, a detailed accounting of all costs and expenses associated with the Flock Services.
 - d. The County and its respective agents, accountants, attorneys, experts, and representatives shall have the right, at reasonable times and upon reasonable notice, to inspect all books and records of Evermore CID, or the books and records in the Evermore CID's possession, relating to the Flock Services. The systems and procedures used to maintain these records shall include a system of internal controls and shall be open to inspection by the County.
- 4. **INDEMNIFICATION.** Evermore CID agrees to indemnify and hold harmless the County and its agents, officers, and employees from and against any and all liability, loss, damages, interest, judgments, and liens growing out of any and all costs and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising out of or incurred in connection with any and all claims, demands, suits, actions, or proceedings which may be brought against the County, its agents, officers, or employees by reason of or as a result of: i) Evermore CID's management or payment of the contract with Flock Group, Inc.; ii) Evermore CID's use of the Flock Services and its data; or iii) the negligent or willful act or omission of Evermore CID, its agents, officers, employees, or directors, to the extent permitted by the laws of the State of Georgia.
- 5. **TERM and TERMINATION.**
 - a. **TERM.** The Term of this Agreement will commence effective December 31, 2024 and will continue for five (5) years thereafter through December 30, 2029.
 - b. **TERMINATION.**
 - i. **TERMINATION FOR LACK OF ALLOCATION OF FUNDS.** During the Term, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and then at the close of each succeeding calendar year of the Initial Term due to lack of allocation of funds by the County.
 - ii. **TERMINATION FOR CAUSE.** Either Party may terminate this Agreement for cause upon material breach of any of the terms herein by the other Party. For purposes of this Agreement, cause for termination will include Evermore CID's utilization of County contributed funds for purposes

other than those outlined herein or failure of either Party to meet the requirements of this Agreement within thirty (30) days of notice from the other Party to cure deficiencies, without such cure having been provided.

- iii. Evermore CID agrees to notify the County immediately upon termination or expiration of Evermore CID's contract(s) with Flock Group, Inc. related to the Flock Services. This Agreement will terminate automatically upon termination or expiration of Evermore CID's contract(s) with Flock Group, Inc. related to the Flock Services.

- c. **UPON TERMINATION.** Either Party's termination of this Agreement will be without prejudice to any other remedies that such Party or the other Party may lawfully have, and either Party may seek any other remedy it may have available for breach of this Agreement, except as otherwise set forth in this Agreement.

- i. Within ninety (90) days after termination for cause initiated by the County, Evermore CID shall be required to repay the County for all County contributed funds that were utilized for purposes other than those outlined herein and any and all undisbursed County funds. Evermore CID shall not make any further disbursement of County contributed funds after receipt of such notice of termination. An audit of Evermore CID's use of funds contributed by the County may be conducted by the County within one (1) year following termination, and any difference between the audited amount and the undisbursed amounts shall be returned to the County within thirty (30) days of receipt by Evermore CID of the audit.

- 6. **NOTICES.** All notices, certificates, or other communications hereunder shall be sufficiently given if personally delivered or shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid to the Parties hereto at the following addresses or such other address designated by such Party in writing:

County: County Administrator
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046

with a copy to: County Attorney
Gwinnett County Department of Law
75 Langley Drive
Lawrenceville, GA 30046

Evermore CID: Executive Director
2795 Main Street West, Suite 28
Snellville, GA 30078

7. **AMENDMENTS.** No modification of this Agreement shall be made unless acknowledged in a written amendment signed by both Parties.
8. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
9. **CAPTIONS, DESIGNATIONS.** The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement. Whether the context of this Agreement requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.
10. **GOVERNING LAW AND EXCLUSIVE FORUM.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia as well as the Gwinnett County Code. Any legal suit, action, or proceeding arising out of, or related to, this Agreement shall be brought exclusively in the Superior Court of Gwinnett County, Georgia, or the United States District Court for the Northern District of Georgia, and Evermore CID irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire written agreement between the Parties hereto as to all matters contained herein. All subsequent changes to this Agreement must be in writing and signed by both Parties. This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Flock Services of any liability or to complete the work in a good, substantial, and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the County or to the Evermore CID by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2025.

WINNETT COUNTY, GEORGIA

**EVERMORE COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
NICOLE L. HENDRICKSON

By: Chris Sam

Title: CHAIRWOMAN

Title: Chairman

ATTEST:

ATTEST:

By: _____

By: Tammie Martin

Title: County Clerk/Deputy County
Clerk (SEAL)

Title: Executive Director (SEAL)



Approved as to Form:

Gwinnett County Staff Attorney

EXHIBIT A

**Flock Safety + GA - Evermore
Community Improvement District**

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

MAIN CONTACT:
John Watson
john.watson@flocksafety.com
678-210-8524

flock safety



EXHIBIT A
ORDER FORM

Customer:	GA - Evermore Community Improvement District	Initial Term:	60 Months
Legal Entity Name:	GA - Evermore Community Improvement District	Renewal Term:	24 Months
Accounts Payable Email:	tmartin@evermorecid.org	Payment Terms:	Net 15
Address:	2795 Main Street West Snellville, Georgia 30078	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$57,500.00
Flock Safety Flock OS			
FlockOS™ - - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon® -	Included	23	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$57,500.00
Annual Recurring Subtotal:	\$57,500.00
Discounts:	\$57,500.00
Estimated Tax:	\$0.00
Contract Total:	\$287,500.00

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

Special Terms:
• The Initial Term of this Agreement shall be from 12/31/2024 - 12/30/2029. As of 12/31/2024, this Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference, which are terminated as of 12/31/2024.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$57,500.00
Annual Recurring after Year 1	\$57,500.00
Contract Total	\$287,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$57,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon® -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

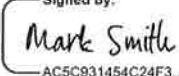
FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

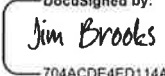
By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

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

FLOCK GROUP, INC.

Signed by:

By: AC5C931454C24F3...
Name: Mark Smith
Title: General Counsel
Date: 11/26/2024

Customer: GA - Evermore Community Improvement District

DocuSigned by:

By: 704ACDE4ED114AA...
Name: Jim Brooks
Title: Executive Director
Date: 11/26/2024
PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) effective on the latest date of mutual execution (“**Effective Date**”) of the Order Form (“**Order Form**”) which describes the Flock Services to be performed and the Term, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices;

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, and not in violation of civil liberties, the law, or the Constitution of the United States or any state (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, upon mutual consideration, the receipt and sufficiency of which are hereby acknowledged, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

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

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual directors, officers, employees, agents, or contractors of Customer or law enforcement agencies accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the 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 as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” or “**Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Other than the acts or omissions of law enforcement agencies, Customer shall be responsible for all acts and omissions of Authorized End Users, including any acts or omissions of Authorized End Users which would constitute a breach of this Agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement 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 Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or Services to its Customers, the competitive strength of, or market for, Flock’s products or Services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the Services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer'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 customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit except if the Service Suspension was not caused by Customer, in which event the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate 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.

2.8 Flock Representations and Warranties. Flock represents, covenants, and warrants that Flock shall provide Flock Services only for a Permitted Purpose 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 data, video, photo, or audio content.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not directors, officers, employees, contractors, or agents of Customer or of law enforcement agencies. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account other than that of law enforcement agencies. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "***Customer Obligations***").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only for a Permitted Purpose 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 data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, 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 Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. 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 less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person other than Authorized End User any such Proprietary Information. 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. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (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; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (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 the Flock Services or Flock IP; or (vi) use the Flock Services for anything other than the Permitted Purpose, assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, either Party may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if requested by Customer, if requested by a law enforcement agency, 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 comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees ("Fees") set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its Service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the Order Form. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the 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**") 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.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. In the event of any Material Breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the 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 ("**Cure Period**"). A "**Material Breach**" includes the failure of Flock to provide access to Flock Services as required by Section

2.1, the failure of Flock to timely repair or replace a malfunction or failure of Flock Hardware or Embedded Software (Defect) as required by Section 8.1, the failure of Flock to comply with Section 2.8. Either Party may terminate this Agreement (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, (iii) upon the other Party's dissolution or ceasing to do business, or (iv) Customer's dissolution pursuant to the Gwinnett County Community Improvement Districts Act. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 2.8, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair, and if not able to repair, then must replace the defective Flock Hardware, either at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 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. 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.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. 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 SECTIONS 2.8 AND 8.3, 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. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain insurance policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR CLAIMS OF THIRD PARTIES, FLOCK, ITS 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 LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, REMOTE OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER 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. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) TO INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9.3.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its directors, officers, agents and employees, as well as law enforcement agencies, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) an alleged violation of this Agreement by Flock; (ii) negligent acts or omissions or intentionally wrongful conduct by Flock; (iii) claims of infringement upon any third party's patents, trademarks, service marks, names, symbols, logos, designs, artwork, trade names, patent rights, intellectual property, trade secrets, copyrights, code, interfaces, contractual rights, or proprietary rights, whether registered, pending registration, or subsisting at common law. (Flock warrants that no such infringement exists related to Services.); or (iv) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject

to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. 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 Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the attached reinstall fee schedule Exhibit D. Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations

under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 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.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, said consent not to be unreasonably withheld, (i) to any parent, subsidiary, or affiliate entity, (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction, or (iii) to a governmental entity.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the attached reinstall fee schedule Exhibit D, and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, 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 Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to reference and use Customer's name and trademarks and disclose the nature of the Services solely in business and development and marketing efforts. Flock agrees that Customer will retain all ownership rights in its name and trademarks.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer 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 Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not

contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. 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.

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

11.12 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 Party they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Morality. In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 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 email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 2795 Main St West, Snellville, GA 30078

ATTN: Jim Brooks

EMAIL: jbrooks@evermorecid.org

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the Term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Exhibit C

Customer Implementation Guide Law Enforcement



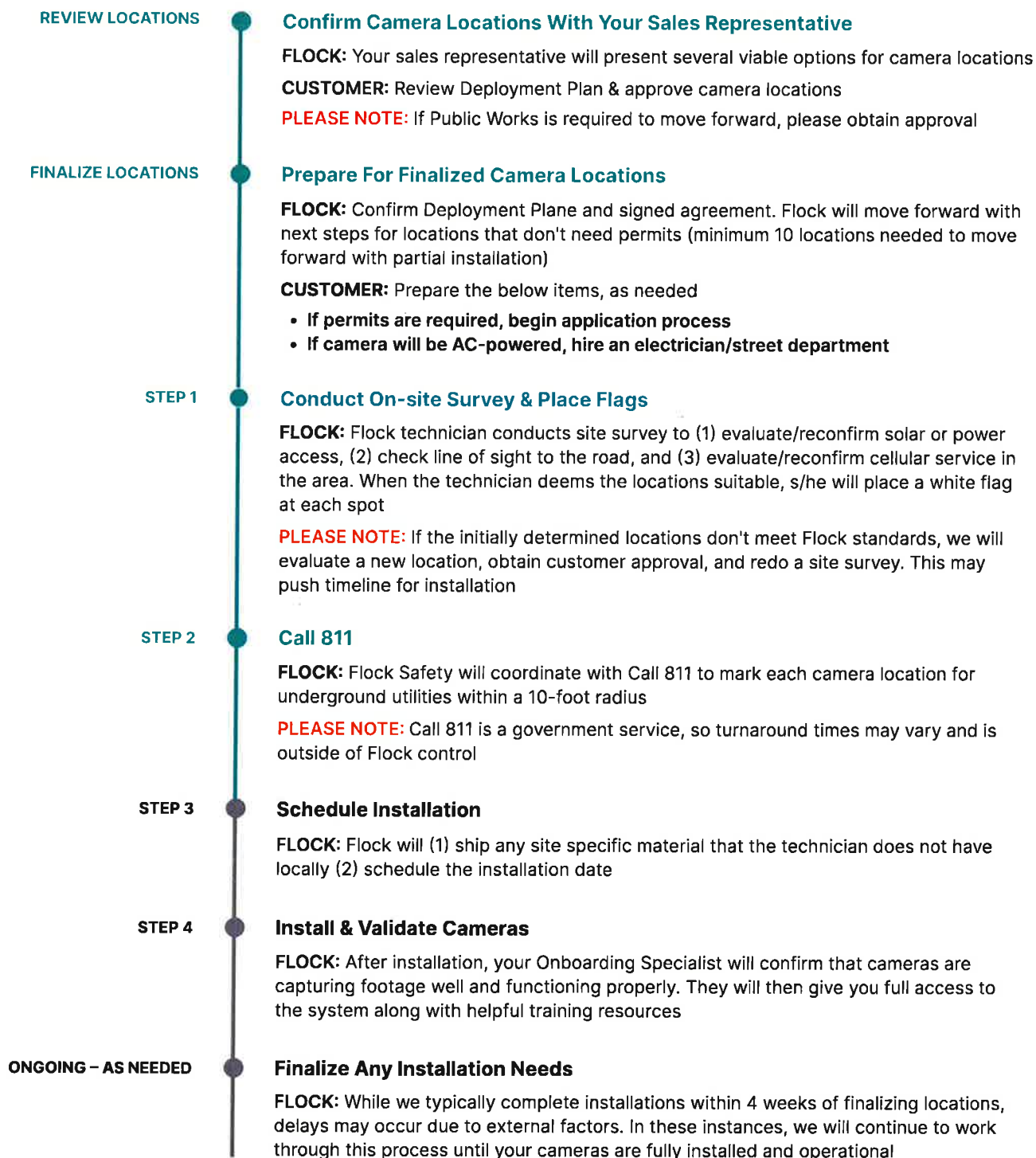
flock safety

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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:



Flock Safety Team

Implementation Team	How They Will Support You
 <p data-bbox="266 716 529 751">Project Manager</p>	<p data-bbox="634 422 1333 499">Your Project Manager is your primary contact during camera installation.</p> <p data-bbox="634 537 1390 842">Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
 <p data-bbox="266 1310 529 1388">Field Operations Team</p>	<ul data-bbox="651 1020 1393 1776" style="list-style-type: none"> • 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 the product. • They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the 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 the technician.

Relationship Team	How They Will Support You
 <p data-bbox="248 699 542 779">Customer Success Manager</p>	<p data-bbox="631 417 1377 499">Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p data-bbox="631 531 1377 657">While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p data-bbox="631 688 1377 814">Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul data-bbox="646 835 1386 1182" style="list-style-type: none"> • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
 <p data-bbox="293 1619 488 1698">Flock Safety Support</p>	<p data-bbox="626 1329 1386 1545">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 or call 866-901-1781 Mon-Fri 8am-8pm EST.</p> <p data-bbox="626 1556 954 1591">Support can help you:</p> <ul data-bbox="641 1612 1382 1875" style="list-style-type: none"> • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick "How to" questions in your Flock Account

Outside Party	When They May Be Involved
Electrician/Street Department	If the 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 the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

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

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' using an A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting 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, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the 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.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

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



2. Acquire an Electric Quote

Contact 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 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



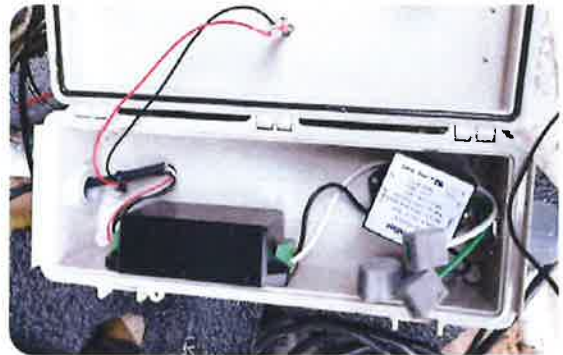
6. Connect Camera to Power

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

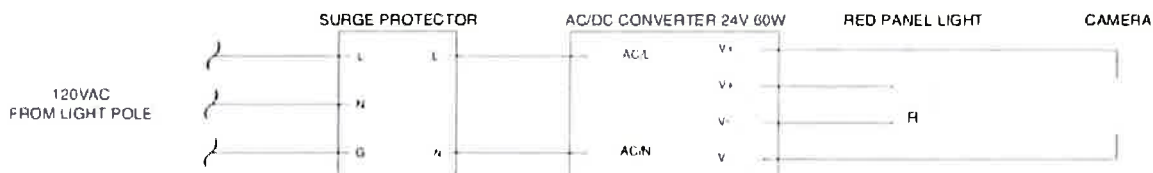
Electrician Handout

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. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer 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 Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. 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.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies 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 unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

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 the existing power infrastructure before creating the deployment plan.

Can you plug it 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. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. 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 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 Summary

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

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding 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>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**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

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.**
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the 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 companies, 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: A bucket truck is required if the height exceeds 15 feet tall.

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 the 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 an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE 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 is required (cones, arrow boards, 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., arrow boards), 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 before 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 needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

*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.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered) **\$350**
 - Flock pole (non-AC powered) **\$750**
 - Advanced pole (non-AC powered) **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - Flock pole, camera, and solar (non-AC Powered) **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered) **\$5800**

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

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.

Help Center

Our Help Center is filled with many 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 network of 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.

Exhibit D

Reinstall 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

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | **\$150**
- Standard Install | **\$650**
- Advanced Install | **\$1,900**

Solutions

Products

Why
Flock

Resources

- Camera relocation, existing pole | **\$350**
- Camera relocation, Flock pole | **\$750**
- Camera relocation, advanced pole | **\$5,000**

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | **\$800**
- Flock pole replacement as a result of vandalism, theft, or damage | **\$500**
- Advanced pole replacement as a result of vandalism, theft, or damage | **\$5,000**
- Technician visit for any other reason not listed above | **\$350**

Flock Safety Falcon Flex™ Replacements

- Replacement Camera | **\$800**
- Replacement Battery | **\$750**
- Replacement Solar Panel | **\$500**
- Replacement DC Power Kit | **\$150**
- Replacement AC Power Kit | **\$150**

SOLUTIONS

PRODUCTS

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Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250829			

Department:	Sheriff	Date Submitted:	07/29/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Public Hearing:			
Submitted By:	Purchasing – Katie Maldonado – JS	Multiple Depts?	No
Agenda Type	Award		

Item of Business:	Locked by Purchasing
No	

BL077-25, Gwinnett County Sheriff's Office boiler replacement, to John F. Pennebaker Company, Inc., amount not to exceed \$938,235.00. Contract to follow award.

Attachments	Summary Sheet, Justification Letter, Tabulation
-------------	---

Authorization:	Chairwoman's Signature?	Yes
----------------	-------------------------	-----

Staff Recommendation	Award
BAC Action:	
Department Head	catwater (8/4/2025)
Attorney	mcintron (8/11/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Capital Project	*	\$938,235	brainey (8/11/2025)

Finance Comments	*Upon approval, transfer appropriations from General Tax Contingency project to Boilers Replacement project.	FinDir's Initials
		raroyal (8/9/2025)

☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only		PH was Held?
Working Session: <input style="width: 100%;" type="text"/> Action: <input style="width: 100%;" type="text"/> New Item Tabled: <input style="width: 100%;" type="text"/> Motion: <input style="width: 100%;" type="text"/> 2nd by: <input style="width: 100%;" type="text"/>	Vote	<input type="checkbox"/> <div style="border: 1px solid black; padding: 10px; min-height: 100px;"> No Action Taken </div>

SUMMARY – BL077-25
Gwinnett County Sheriff's Office Boiler Replacement

PURPOSE:	This contract provides for the removal and replacement of the boiler at the Gwinnett County Sheriff's Office.
LOCATION:	Gwinnett County Detention Center
AMOUNT TO BE SPENT:	\$938,235.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	2,096 14 plan holders 63 website viewings
NUMBER OF RESPONSES:	6
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 16
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	180 consecutive calendar days from the issuance of Notice to Proceed

COMMENTS:



Gwinnett County Sheriff's Office

2900 University Parkway • Lawrenceville, GA 30043 • 770.619.6500
GwinnettCountySheriff.com | Twitter & Facebook @GwinnettSheriff

Sheriff Keybo Taylor

Chief Cleophas Atwater

MEMORANDUM

TO: Kaley Ivins
Purchasing Manager

THROUGH: Cleophas Atwater *ca*
Chief

FROM: Lora Bryant *LB*
Section Manager

SUBJECT: Recommendation to award BL077-25
Purchase of Sheriff's Office Boiler Replacement.

DATE: 07/24/2025

REQUESTED ACTION

The Gwinnett County Sheriff's Office recommends award of the base bid of above-referenced solicitation to John F. Pennebaker Company, Inc. in the amount of \$938,235.00.

Reference checked: Yes, X No,

DESCRIPTION

This contract provides for removal and replacement of the boiler at Gwinnett County Sheriff's Office.

FINANCIAL

- Estimated amount to be spent: \$938,235.00
- Amount spent previous contract period: N/A
- Do total obligations agree with "Action Requested"? Yes X No
- Budgeted: No X
- Contact name: Glen Fountain Contact phone: 770-619-6406

Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	401	219000		50805000	M-1331-01-4-02	\$938,235.00	100%
					Total	\$938,235.00	100%

Transfer Required: Yes X No

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2025	401	227000		50000000	O-0002-01-1-02	\$(269,885.00)
2025	401	219000		50805000	M-1331-01-04-02	\$269,885.00

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250707			

Department:	Support Services	Date Submitted:	07/01/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	Purchasing - Brandi Cantie - AM	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
<p>BL080-25, preventive maintenance and repair of emergency generators on a multi-year contract, to Nixon Power Services, LLC. The initial term of this contract shall be August 19, 2025 through December 31, 2025, base bid \$323,035.89. This contract may be automatically renewed on an annual basis for a total lifetime contract term of five (5) years, total base bid \$4,273,923.89.</p>			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization:	Chairwoman's Signature?	No	
Staff Recommendation	Award		
BAC Action:			
Department Head	rgadderley (8/11/2025)		
Attorney	nlwood (8/15/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Operating	*	\$4,273,924	brainey (8/15/2025)

Finance Comments	<p>*The current balance in Industrial R&M - Contracted is checked as services are provided. For FY2025, \$323,036 is allocated. For FY2026-29 \$3,950,888 is subject to budget approval.</p>	FinDir's Initials
		raroyal (8/14/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	<div style="border: 1px solid black; height: 150px; margin-bottom: 5px;">No Action Taken</div> <div style="border: 1px solid black; height: 100px;">Vote</div>
Action	<input style="width: 90%;" type="text" value="New Item"/>	
Tabled	<input style="width: 90%;" type="text"/>	
Motion	<input style="width: 90%;" type="text"/>	
2nd by	<input style="width: 90%;" type="text"/>	

SUMMARY – BL080-25
**Preventive Maintenance and Repair of Emergency Generators on a
Multi-Year Contract**

PURPOSE:	Provision of emergency generator maintenance and service for various County departments. These services are needed to maintain the efficient and reliable operation of generators on a continual 24-hour basis.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$323,035.89 (initial term) \$4,273,923.89 (total contract amount)
PREVIOUS CONTRACT AWARD AMOUNT:	\$570,517.00*
AMOUNT SPENT PREVIOUS CONTRACT:	\$445,850.79*
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	An accurate increase/decrease cannot be calculated due to changes in the fee structure.
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	600 48 website viewings
NUMBER OF RESPONSES:	6
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 7
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 19, 2025 through December 31, 2029

COMMENTS: *This represents a one year contract term.




WINNETT COUNTY
DEPARTMENT OF SUPPORT SERVICES

75 Langley Drive | Lawrenceville, GA 30046-6935
770.822.8020
GwinnettCounty.com

MEMORANDUM

TO: Alexis Mckennery
Purchasing Associate II

FROM: Ron Adderley 
Director

SUBJECT: Recommendation to Award BL080-25 – Preventive Maintenance and Repair of
Emergency Generators on a Multi-Year Contract

DATE: August 1, 2025

REQUESTED ACTION

The Department of Support Services recommends the award of the above referenced contract to Nixon Power Services, LLC. The initial term of this contract shall be August 19, 2025, through December 31, 2025, base amount of \$323,035.89. This contract may be renewed automatically on an annual basis for a total lifetime contract term of five (5) years ending December 31, 2029, total base amount of \$4,273,923.89.

DESCRIPTION

This contract provides for complete preventive maintenance, annual inspection, testing, and repair services for the Departments of Fire and Emergency Services, Parks and Recreation, Police, Support Services, Sheriff's Office, and Water Resources. The pre-bid conference was on June 10, 2025, and six bids were received on June 20, 2025.

References checked? X Yes No

FINANCIAL

- Estimated amount to be spent: \$ 323,035.89 (Initial Contract Term)
\$ 4,273,923.89 (Full Contract Term)
- Amount spent during previous contract period: \$445,850.79 (05/18/2024-05/17/2025)
- Do total obligations agree with "Action Requested"? Yes X No
- Budgeted: Yes X No
- Contact name: Brian Greene Contact phone: 770-822-8967

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	117014	25170002	50404229		\$ 957.32	0.01%
2025	001	119000	27020001	50404216		\$ 35,399.65	0.80%
2025	102	115100	23011001	50404229		\$ 39,916.27	0.90%
2025	105	143000	14300068	50404216		\$ 7,899.92	0.20%
2025	106	113100	21200015	50404216		\$ 12,899.87	0.30%
2025	501	111004	19040004	50404236		\$ 10,491.00	0.20%
2025	501	111004	19040005	50404236		\$ 10,491.00	0.20%
2025	501	111008	19080007	50404236		\$ 126,598.00	3.00%
2025	501	111008	19010001	50404236		\$ 2,623.00	0.10%
2025	501	111009	19090003	50404236		\$ 5,246.00	0.10%
2025	501	111009	19090006	50404236		\$ 5,246.00	0.10%
2025	501	111009	19090007	50404236		\$ 18,359.00	0.40%
2025	665	160000	16600050	50404229		\$ 46,908.86	1.10%
2026	001	117014	25170002	50404229		\$ 2,872.00	0.10%
2026	001	119000	27020001	50404216		\$ 106,200.00	2.50%
2026	102	115100	23011001	50404229		\$ 119,750.00	2.80%
2026	105	143000	14300068	50404216		\$ 23,700.00	0.60%
2026	106	113100	21200015	50404216		\$ 38,700.00	0.90%
2026	501	111004	19040004	50404236		\$ 31,472.00	0.70%
2026	501	111004	19040005	50404236		\$ 31,472.00	0.70%
2026	501	111008	19080007	50404236		\$ 379,795.00	8.87%
2026	501	111008	19010001	50404236		\$ 7,868.00	0.20%

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Recommendation Letter
BL080-25

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2026	501	111009	19090003	50404236		\$ 15,736.00	0.40%
2026	501	111009	19090006	50404236		\$ 15,736.00	0.40%
2026	501	111009	19090007	50404236		\$ 55,075.00	1.30%
2026	665	160000	16600050	50404229		\$ 140,728.00	3.30%
2027	001	117014	25170002	50404229		\$ 2,915.92	0.10%
2027	001	119000	27020001	50404216		\$ 107,088.00	2.50%
2027	102	115100	23011001	50404229		\$ 122,195.00	2.90%
2027	105	143000	14300068	50404216		\$ 24,175.00	0.60%
2027	106	113100	21200015	50404216		\$ 39,832.00	0.90%
2027	501	111004	19040004	50404236		\$ 32,960.00	0.80%
2027	501	111004	19040005	50404236		\$ 32,960.00	0.80%
2027	501	111008	19080007	50404236		\$ 381,860.00	8.87%
2027	501	111008	19010001	50404236		\$ 7,848.00	0.20%
2027	501	111009	19090003	50404236		\$ 17,265.00	0.40%
2027	501	111009	19090006	50404236		\$ 17,265.00	0.40%
2027	501	111009	19090007	50404236		\$ 58,071.00	1.40%
2027	665	160000	16600050	50404229		\$ 142,880.08	3.30%
2028	001	117014	25170002	50404229		\$ 2,915.92	0.10%
2028	001	119000	27020001	50404216		\$ 107,088.00	2.50%
2028	102	115100	23011001	50404229		\$ 122,195.00	2.90%
2028	105	143000	14300068	50404216		\$ 24,175.00	0.60%
2028	106	113100	21200015	50404216		\$ 39,832.00	0.90%
2028	501	111004	19040004	50404236		\$ 32,960.00	0.80%

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Recommendation Letter
BL080-25

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2028	501	111004	19040005	50404236		\$ 32,960.00	0.80%
2028	501	111008	19080007	50404236		\$ 381,860.00	8.87%
2028	501	111008	19010001	50404236		\$ 7,848.00	0.20%
2028	501	111009	19090003	50404236		\$ 17,265.00	0.40%
2028	501	111009	19090006	50404236		\$ 17,265.00	0.40%
2028	501	111009	19090007	50404236		\$ 58,071.00	1.40%
2028	665	160000	16600050	50404229		\$ 142,880.08	3.30%
2029	001	117014	25170002	50404229		\$ 2,967.44	0.10%
2029	001	119000	27020001	50404216		\$ 108,176.00	2.50%
2029	102	115100	23011001	50404229		\$ 124,855.00	2.90%
2029	105	143000	14300068	50404216		\$ 24,748.00	0.60%
2029	106	113100	21200015	50404216		\$ 41,028.00	1.00%
2029	501	111004	19040004	50404236		\$ 34,469.00	0.80%
2029	501	111004	19040005	50404236		\$ 34,469.00	0.80%
2029	501	111008	19080007	50404236		\$ 386,064.00	8.98%
2029	501	111008	19010001	50404236		\$ 7,834.00	0.20%
2029	501	111009	19090003	50404236		\$ 18,801.00	0.40%
2029	501	111009	19090006	50404236		\$ 18,801.00	0.40%
2029	501	111009	19090007	50404236		\$ 59,537.00	1.40%
2029	665	160000	16600050	50404229		\$ 145,404.56	3.40%
					Total	\$ 4,273,923.89	100.00%

Transfer Required: Yes _____ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250810			

Department:	Support Services	Date Submitted:	07/25/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	Purchasing - Brandi Cantie - AM	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
BL075-25, Gwinnett County facilities monument sign project, to United Signs, LLC, amount not to exceed \$198,000.00. Contract to follow award.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation	Award		
BAC Action:			
Department Head	rgadderley (7/29/2025)		
Attorney	nlwood (8/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Project	*	\$198,000	brainey (8/8/2025)
Finance Comments	*Amount available in Building Monument & Exterior Signs project.			FinDir's Initials
				raroyal (8/8/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – BL075-25
Gwinnett County Facilities Monument Sign Project


PURPOSE:	To replace the monument and exterior building signage at three Gwinnett County Resource Center facilities.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$198,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	401 15 plan holders 113 website viewings
NUMBER OF RESPONSES:	5 3 non-responsive*
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 6
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	180 consecutive calendar days from issuance of Notice to Proceed

COMMENTS: *Three bidders were deemed non-responsive due to failure to submit the required forms with their bid.



MEMORANDUM

TO: Alexis Mckennery
Purchasing Associate II

FROM: Ron Adderley 
Director

SUBJECT: Recommendation to Award BL075-25 – Gwinnett County Facilities Monument Sign Project

DATE: July 23, 2025

REQUESTED ACTION

The Department of Support Services recommends award of the above referenced contract to United Signs, LLC, in the amount of \$198,000.00.

DESCRIPTION

This project is to replace the monument and exterior building signage at three Gwinnett County Resource Center facilities to incorporate the County brand and to provide consistent messaging. The project includes the removal of the existing monument building signs and installation of new signs. A pre-bid conference was held on June 9, 2025, and five bids were received on July 2, 2025.

References checked? Yes ☒ No ☐

FINANCIAL

1. Estimated amount to be spent: \$198,000.00
2. Do total obligations agree with "Action Requested"? Yes ☒ No ☐
3. Budgeted: Yes ☒ No ☐
4. Contact Name: Matthew Nicholson Contact Phone: 770.822.5192
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	401	207000		50000000	M-1161-02-3-03	\$198,000.00	100%
Total						\$198,000.00	100%

Transfer Required: Yes ☐ No ☒

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250804	20240704		

Department:	Support Services	Date Submitted:	07/25/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	Purchasing - Brandi Cantie - AM	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
to renew BL067-21, HVAC system maintenance services at various County facilities on an annual contract (October 1, 2025 through June 30, 2026), with United Maintenance, Inc., base bid \$582,460.50.			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairwoman's Signature?	No	
Staff Recommendation	Approval		
BAC Action:			
Department Head	rgadderley (7/29/2025)		
Attorney	nlwood (8/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Operating	*	\$582,461	brainey (8/8/2025)

Finance Comments	*The current balance in Industrial R&M - Contracted is checked as services are provided. For FY2025, \$190,470 is allocated. For FY2026, \$391,991 is subject to budget approval.	FinDir's Initials raroyal (8/8/2025)
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☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	<div style="border: 1px solid black; height: 150px; margin-bottom: 5px;">No Action Taken</div> <div style="border: 1px solid black; height: 100px;"> </div>
Action	<input style="width: 90%;" type="text" value="New Item"/>	
Tabled	<input style="width: 90%;" type="text"/>	
Motion	<input style="width: 90%;" type="text"/>	
2nd by	<input style="width: 90%;" type="text"/>	

SUMMARY –BL067-21
HVAC System Maintenance Services at Various County Facilities
on an Annual Contract


PURPOSE:	Preventative maintenance and on-call repairs for HVAC units and equipment.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$582,460.50
PREVIOUS CONTRACT AWARD AMOUNT:	\$728,636.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$728,636.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	2% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option four (4) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	October 1, 2025 through June 30, 2026*

COMMENTS: *This contract is being renewed for an eight-month term to align its duration with the annual HVAC service contracts of other user departments. Upon alignment, these contracts will be consolidated into a single annual contract.



MEMORANDUM

TO: Alexis Mckennery
Purchasing Associate II

FROM: Ron Adderley 
Acting Director

SUBJECT: Recommendation to Renew BL067-21—HVAC System Maintenance Services at Various County Facilities

DATE: June 18, 2025

REQUESTED ACTION

The Department of Support Services recommends renewal of the above referenced contract with United Maintenance, Inc., in the amount of \$582,460.50.

DESCRIPTION

This contract is for the HVAC System Maintenance Services at Various County Facilities maintained by the Department of Support Services. This is the fourth of four renewal options.

FINANCIAL

1. Estimated amount to be spent: \$582,460.50
2. Projected amount to be spent previous contract period: \$728,636.00 (10/01/24-09/30/25)
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___
5. Contact Name: Brian Greene Contact Phone: 770.822.8967

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	665	160000	16600050	50404227		\$ 136,182.89	23.4%
2025	001	117000	25170002	50404227		\$ 35,984.55	6.2%
2025	610	107000	16040001	50404227		\$ 8,763.48	1.5%
2025	520	109000	17070001	50404227		\$ 5,040.94	0.9%
2025	001	127000	36000065	50404227		\$ 4,498.06	0.8%
2026	665	160000	16600050	50404227		\$ 280,170.71	48.1%
2026	001	117000	25170002	50404227		\$ 76,175.00	13.1%
2026	610	107000	16040001	50404227		\$ 13,873.44	2.4%
2026	520	109000	17070001	50404227		\$ 10,444.05	1.8%
2026	001	127000	36000065	50404227		\$ 11,327.38	1.8%
					Total	\$ 582,460.50	100%

Transfer Required: Yes ___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250791			

Department:	Transportation	Date Submitted:	07/23/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	Purchasing – Katie Maldonado – MM	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:		Locked by Purchasing	Yes
BL073-25, Ingram Road at Bromolow Creek Tributary design/build bridge replacement project, to E.R. Snell Contractor, Inc., in the amount of \$2,629,972.00. Contract to follow award. This project is funded by the 2023 SPLOST Program.			
Attachments	Summary Sheet, Justification Letter, Tabulation, Justification Support		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation	Award		
BAC Action:			
Department Head	eeaponte (7/31/2025)		
Attorney	tlettsome (8/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2023 SPLOST	*	\$2,629,972	brainey (8/8/2025)
Finance Comments	*Amount available in Ingram Road at Bromolow Creek Tributary project.			FinDir's Initials
				raroyal (8/8/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – BL073-25
Ingram Road at Bromolow Creek Tributary Bridge Replacement Project

PURPOSE:	This design build contract is for the development of engineering plans and the construction of a new bridge on Ingram Road to replace the existing two-lane bridge over Bromolow Creek Tributary.
LOCATION:	District 1/Carden
AMOUNT TO BE SPENT:	\$2,629,972.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,463 6 plan holders 78 website viewings
NUMBER OF RESPONSES:	4
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	370 calendar days from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Michael Milstein, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Edgardo E. Aponte, P.E., Director
Department of Transportation

FROM: Brittney Woodside, Division Director
Department of Transportation

SUBJECT: Recommendation to Award BL073-25
Ingram Road at Bromolow Creek Tributary
F-1487-01

DATE: August 4, 2025

REQUESTED ACTION

The Department of Transportation recommends award of BL073-25, Ingram Road at Bromolow Creek Tributary design/build bridge replacement project, to E.R. Snell Contractor, Inc., in the amount of \$2,629,972.00.

DESCRIPTION

This design/build contract is for the development of engineering plans and construction of a new bridge on Ingram Road to replace the existing two-lane bridge over Bromolow Creek Tributary. Four bids were received at the bid opening. This contract is funded by the 2023 SPLOST Program.

References checked?

 X Yes No

FINANCIAL

1. Estimated amount to be spent: \$2,629,972.00
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact name: Beth Theodros Contact phone: 770.822.7470

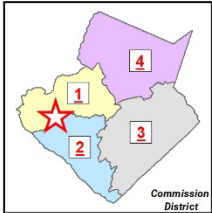
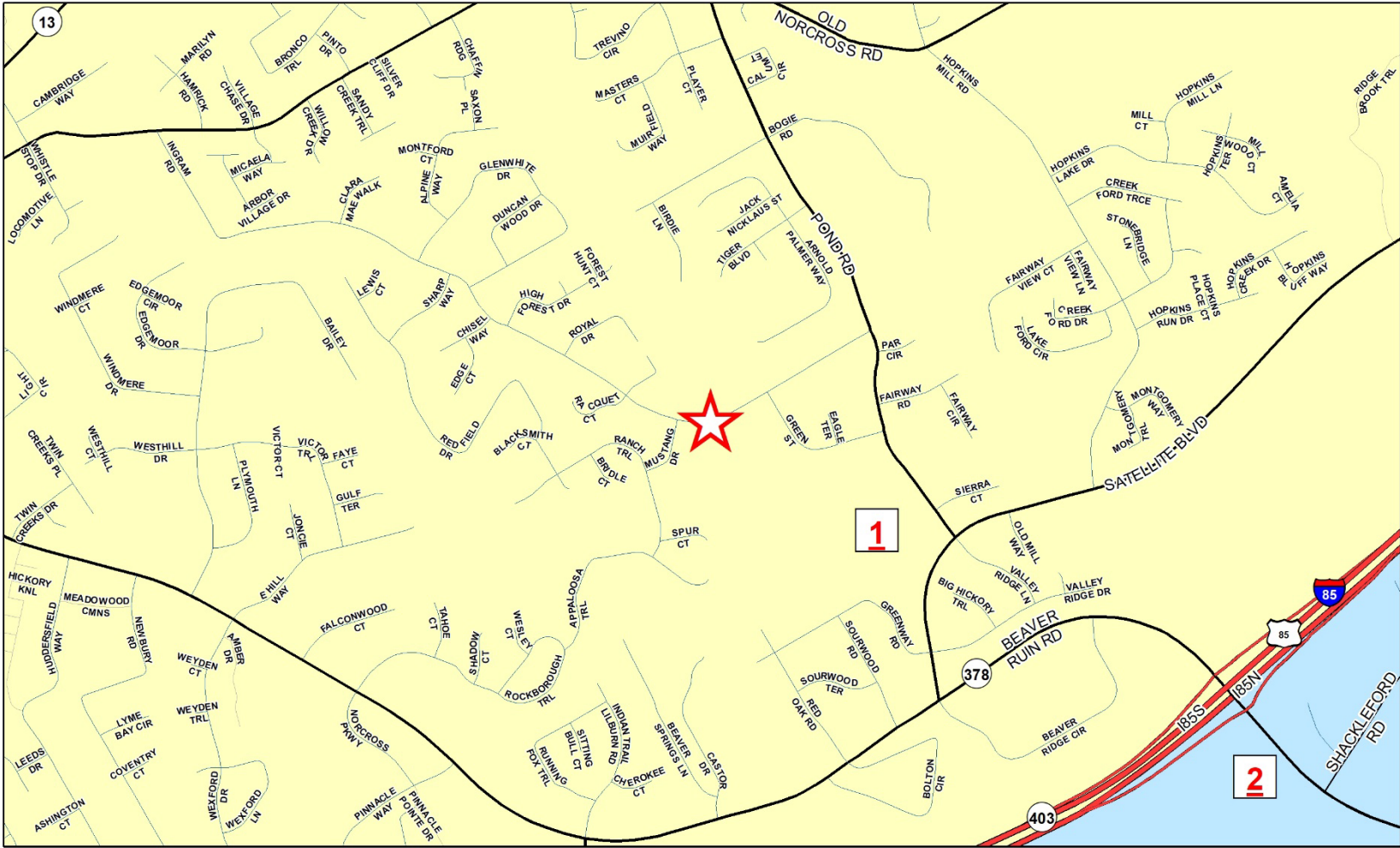
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	321	209000		50802000	F-1487-01-3-03	\$2,629,972.00	100.0%
Total						\$2,629,972.00	100.0%

Transfer Required: Yes ___ No x

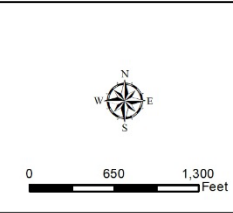
If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

INGRAM ROAD AT BROMLOW CREEK TRIBUTARY (F-1487-01)



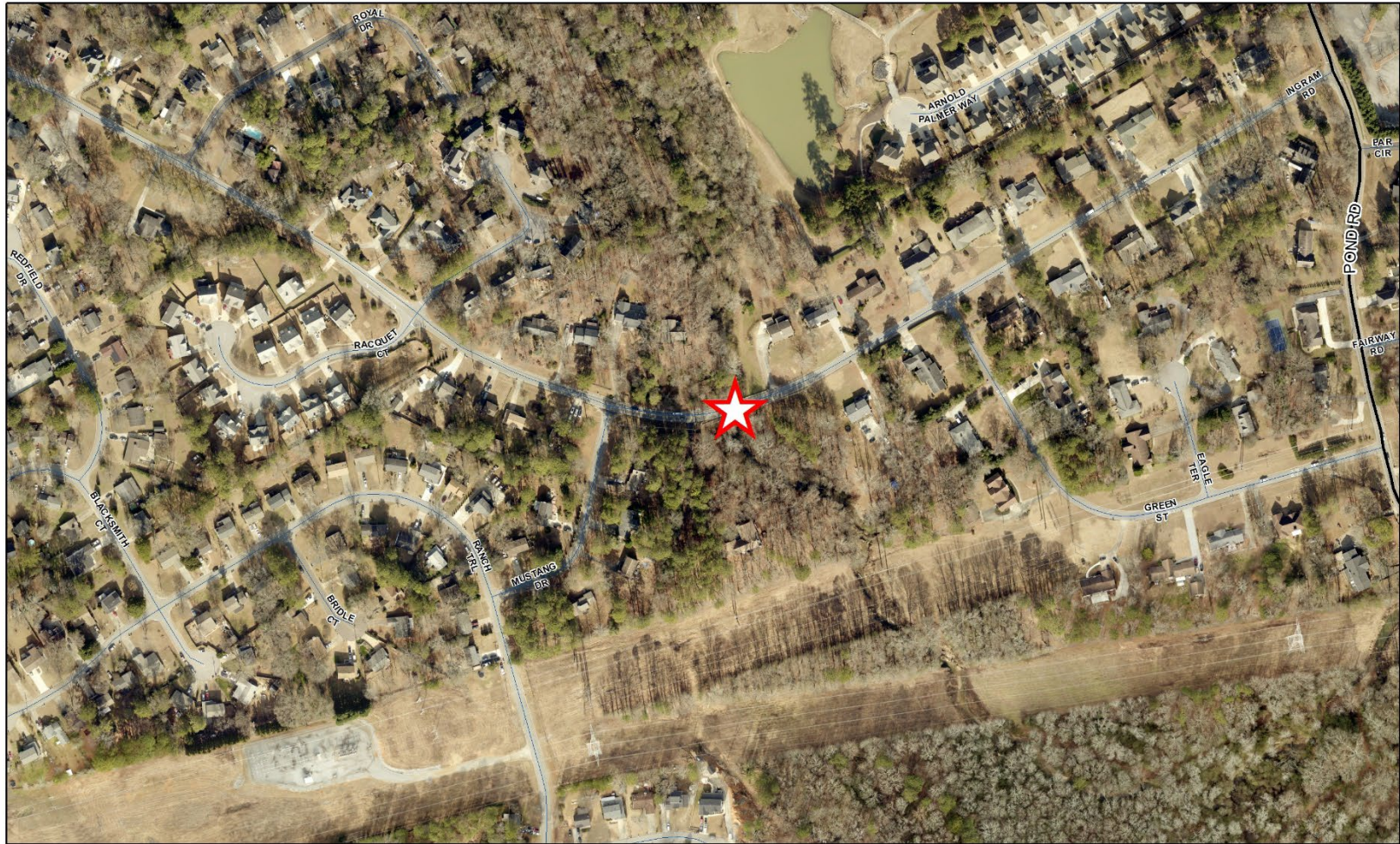
PROJECT DESCRIPTION SUMMARY:

This project consists of the development of engineering plans and the construction of a new bridge on Ingram Road to replace the existing two-lane bridge over Bromolow Creek Tributary. This project is funded by the SPLOST Program.



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INGRAM ROAD AT BROMOLOW CREEK TRIBUTARY (F-1487-01)



<p>Commission District</p>	<p>Gwinnett Transportation</p>	<p>PROJECT DESCRIPTION SUMMARY:</p> <p>This project consists of the development of engineering plans and the construction of a new bridge on Ingram Road to replace the existing two-lane bridge over Bromolow Creek Tributary. This project is funded by the SPLOST Program.</p>	<p>0 175 350 Feet</p>	<p>These materials are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability or fitness for particular purpose. Use of these materials constitutes acceptance of this disclaimer of liability. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review sources to ascertain the usability of the information</p>
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Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250774	20240769		

Department:	Transportation	Date Submitted:	07/22/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	Purchasing – Katie Maldonado – MM	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
to renew BL103-23, provision of sidewalk trip hazard removal services on an annual contract (September 20, 2025 through September 19, 2026), with Georgia Safe Sidewalks, LLC, base bid \$210,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairwoman's Signature?	No	
Staff Recommendation	Approval		
BAC Action:			
Department Head	eeaponte (7/31/2025)		
Attorney	tlettsome (8/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$210,000	brainey (8/8/2025)

Finance Comments	*The current balance in Road Services is checked as services are provided. For FY2025, \$52,500 is allocated. For FY2026, \$157,500 is subject to budget approval.	FinDir's Initials raroyal (8/8/2025)
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☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>
Action	<input style="width: 90%;" type="text" value="New Item"/>	
Tabled	<input style="width: 90%;" type="text"/>	
Motion	<input style="width: 90%;" type="text"/>	
2nd by	<input style="width: 90%;" type="text"/>	

SUMMARY – BL103-23
Provision of Sidewalk Trip Hazard Removal Services on an Annual Contract


PURPOSE:	This annual contract will be used for the removal of trip hazards on sidewalks located within County maintained right-of-way. This contract provides a method to address trip hazards of two inches or less in height that avoids removing existing sections of concrete sidewalk.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$210,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$210,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$190,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	1.23% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that market prices have increased by approximately 5%. However, the current vendor has agreed to renew with a 1.23% increase for the upcoming contract period.
CONTRACT TERM:	September 20, 2025 through September 19, 2026


COMMENTS:



MEMORANDUM

TO: Michael Milstein, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Edgardo E. Aponte, P.E., Director 
Department of Transportation

FROM: Jeffery Charlton, R.L.A, Division Director 
Department of Transportation

SUBJECT: **Recommendation to Renew BL103-23
Provision of Sidewalk Trip Hazard Removal Services on an Annual Contract**

DATE: July 29, 2025

REQUESTED ACTION

The Department of Transportation recommends renewal of the above referenced contract with Georgia Safe Sidewalks, LLC in the amount of \$210,000.00.

DESCRIPTION

This annual contract (September 20, 2025, through September 19, 2026) is used for the repair of sidewalks to remove vertical displacements of concrete. This is the second of four options to renew this annual contract.

FINANCIAL

1. Estimated amount to be spent: \$210,000.00
2. Projected 12-month amount spent previous contract period: \$190,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Paul Brown Contact phone: 770-822-7558



6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	109002	17020001	50404204		\$52,500.00	25.00%
2026	001	109002	17020001	50404204		\$157,500.00	75.00%
					Total	\$210,000.00	100.00%

Transfer required: Yes ☐ No ☒

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250821	20240830		

Department:	Transportation	Date Submitted:	07/28/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	Purchasing – Katie Maldonado - MM	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
to renew BL066-24, purchase of LED street signs on an annual contract (September 17, 2025 through September 16, 2026), with Florida Transcor, Inc., base bid \$150,000.00. This contract is funded by the 2017 SPLOST Program.			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairwoman's Signature?	No	
Staff Recommendation	Approval		
BAC Action:			
Department Head	eeaponte (7/31/2025)		
Attorney	tlettsome (8/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	*	\$150,000	brainey (8/8/2025)

Finance Comments	*Amount available in High Visibility Signing & Striping project. For FY2025, \$50,000 is allocated. For FY2026, \$100,000 is subject to budget approval.	FinDir's Initials raroyal (8/8/2025)
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☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	No Action Taken <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div>
Action	<input style="width: 90%;" type="text" value="New Item"/>	
Tabled	<input style="width: 90%;" type="text"/>	
Motion	<input style="width: 90%;" type="text"/>	
2nd by	<input style="width: 90%;" type="text"/>	

SUMMARY – BL066-24
Purchase of LED Street Signs on an Annual Contract


PURPOSE:	This contract is for the purchase of LED roadway signs that will assist drivers in recognizing specific roadway conditions, such as stops, curves and yields.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$150,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$150,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$150,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that market prices have increased by approximately 12.5%. However, the current vendor has agreed to hold pricing firm for the upcoming contract period.
CONTRACT TERM:	September 17, 2025 through September 16, 2026


COMMENTS:



MEMORANDUM

TO: Michael Milstein, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Edgardo E. Aponte, P.E., Director 
Department of Transportation

FROM: Natasha Tyler, Deputy Director 
Department of Transportation

SUBJECT: **Recommendation to Renew BL066-24**
Purchase of LED Street Signs on an Annual Contract

DATE: July 24, 2025

REQUESTED ACTION

The Department of Transportation recommends the renewal of the above referenced contract with Florida Transcor, Inc. in the amount of \$150,000.00.

DESCRIPTION

This contract allows for the purchase of roadway signs enhanced with light-emitting diode or LED. These signs are installed at identified locations on County roadways to further assist drivers in recognizing specific roadway conditions such as stops, curves, and yields. This is the first of four options to renew this annual contract.

FINANCIAL

1. Estimated amount to be spent: \$ 150,000.00
2. Projected amount to be spent previous contract period: \$150,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Paul Brown Contact phone: 770.822.7558

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	320	209000		50804000	M-0906-12	\$50,000.00	33.3%
2026	320	209000		50804000	M-0906-12	\$100,000.00	66.7%
Total						\$150,000.00	100.0%

Transfer Yes No X
Required: _____ _____

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250823	20240892		

Department:	Transportation	Date Submitted:	07/28/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Public Hearing:			
Submitted By:	Purchasing – Katie Maldonado – MM	Multiple Depts?	No
Agenda Type	Approval		

Item of Business:	Locked by Purchasing
No	

to renew BL086-23, purchase of centerline and crosswalk paint on an annual contract (November 7, 2025 through November 6, 2026), with LBS Enterprises, LLC dba Allstates Coatings Company, base bid \$200,000.00.

Attachments	Summary Sheet, Justification Letter
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	eeaponte (7/31/2025)
Attorney	tllettsome (8/8/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$200,000	brainey (8/8/2025)

Finance Comments	*The current balance in Industrial Supplies is checked as items are purchased. For FY2025, \$60,000 is allocated. For FY2026, \$140,000 is subject to budget approval.	FinDir's Initials raroyal (8/8/2025)
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☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held?
Working Session		No Action Taken <div style="border: 1px solid black; width: 100px; height: 100px; margin: auto;"></div>
Action	New Item	
Tabled		
Motion		
2nd by		

SUMMARY – BL086-23
Purchase of Centerline and Crosswalk Paint on an Annual Contract

PURPOSE:	This annual contract will be used for the purchase of pavement marking paint to be installed on County maintained roadways. Pavement markings are installed to delineate travel lanes, turn lanes, crosswalks, stop bars, and other roadway features.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$200,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$170,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$170,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	2% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that market prices have increased by approximately 6.8%. However, the current vendor has agreed to renew with a 2% increase for the upcoming contract period.
CONTRACT TERM:	November 7, 2025 through November 6, 2026

COMMENTS:



MEMORANDUM

TO: Michael Milstein, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Edgardo E. Aponte, P.E., Director
Department of Transportation

FROM: Natasha Tyler, Deputy Director
Safety, Operations, Mobility and Business Services

SUBJECT: Recommendation to Renew BL086-23
Purchase of Centerline and Crosswalk Paint on an Annual Contract

DATE: July 23, 2025

REQUESTED ACTION

The Department of Transportation recommends renewal of BL086-23, Purchase of Centerline and Crosswalk Paint on an Annual Contract to LBS Enterprises, LLC dba Allstates Coatings Company in the amount of \$200,000.00.

DESCRIPTION

This annual contract allows for the purchase of pavement marking paint to be installed on County roadways. Pavement markings are installed to delineate travel lanes, turn lanes, crosswalks, stop bars, and other roadway features. County staff will use this paint to install pavement markings on existing markings that have faded over time. This is the second of four options to renew this annual contract.

References checked? ☒ Yes ☐ No

FINANCIAL

1. Estimated amount to be spent: \$200,000.00
2. Projected amount to be spent previous contract period: \$170,000.00
3. Do total obligations agree with "Action Requested"? Yes ☒ No ☐
4. Budgeted: Yes ☒ No ☐
5. Contact name: Paul Brown Contact phone: 770.822.7558



6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	109002	17020003	50701103		\$60,000.00	30.0%
2026	001	109002	17020003	50701103		\$140,000.00	70.0%
					Total	\$200,000.00	100.0%

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250805			

Department:	Transportation	Date Submitted:	07/25/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	erivera	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	

Item of Business:	Locked by Purchasing
No	

to apply for and accept, if awarded, Federal Transit Administration FY2025 Section 5307 and 5339 formula grant funds, in the total amount of \$8,470,786.00 with a required local match of \$2,117,696.50. These grant funds will provide Federal assistance for operating expenses, required safety and security expenditures, and bus/infrastructure purchases. Approval/authorization for the Chairwoman, or designee, to execute any and all related documents.

Attachments	Justification Letter, Action List
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Authorization:	Chairwoman's Signature?	Yes
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Staff Recommendation	Approval
BAC Action:	
Department Head	eeaponte (7/30/2025)
Attorney	tllettsome (8/15/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	\$8,470,786	brainey (8/15/2025)
Yes	Transit Op	**	\$1,877,807	
Yes	Transit R&E	***	\$239,890	

Finance Comments	<p>*A grant budget will be established upon acceptance and awarding agency approval; adjust revenue and appropriations as necessary. **The balance in Professional Services will be checked as items are purchased and services are provided. ***Amount available in Bus Stop Amenities and Transit Bus Replacement projects. For FY2026, \$2,117,697 is subject to budget approval.</p>	FinDir's Initials
		raroyal (8/15/2025)

☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
<p>Working Session: <input style="width: 100%;" type="text"/></p> <p>Action: <input style="width: 100%;" type="text" value="New Item"/></p> <p>Tabled: <input style="width: 100%;" type="text"/></p> <p>Motion: <input style="width: 100%;" type="text"/></p> <p>2nd by: <input style="width: 100%;" type="text"/></p>	Vote	<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> <p>No Action Taken</p> </div>



MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Edgardo E. Aponte, P.E., Director
Department of Transportation 

SUBJECT: Approval/Authorization to Apply for and Accept Federal Transit Administration Grants

DATE: August 1, 2025

ITEM OF BUSINESS

Approval/authorization to apply for and accept, if awarded, Federal Transit Administration FY2025 Section 5307 and 5339 formula grant funds, in the total amount of \$8,470,786.00 with a required local match of \$2,117,696.50. These grant funds will provide Federal assistance for operating expenses, required safety and security expenditures, and bus/infrastructure purchases. Approval/ authorization for the Chairwoman, or designee, to execute any and all related documents.

Background and Description

The Federal Transit Administration FY2025 Section 5307 and 5339 formula grant funds total \$8,470,786.00 (80%) and require a match of \$2,117,696.50 (20%) in local funds. The grant funding will provide federal assistance for Ride Gwinnett's operating expenses, required safety and security expenditures, and bus/infrastructure purchases. Local matching funds for the capital projects are included in the current capital budget. The local match for operating expense items will be included in the 2026 and 2027 Transit Operating budget requests.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7433.

FUNDING SCHEDULE FY2025 FORMULA FUNDING: SECTION 5307 & 5339
GCID 20250805

FUNDING SCHEDULE SECTION 5307

Fiscal Year	Fund	WBS	Fund Center	Cost Center	Commitment Item	Amount	Comment
OPERATING							
2026	515G	G-0306-000003-000X			50401201	\$ 7,511,225.00	Capital Cost of Contracting (Federal) FFY 2025
2026	515G	G-0306			40413010	\$ 7,511,225.00	Capital Cost of Contracting (Federal Revenue) FFY 2025
2026	515		109000	17060001	50401201	\$ 1,877,806.25	Capital Cost of Contracting (Local) FFY 2025
2026	516G	E-0237-03-4-01-4	209000		50401201	\$ 133,788.00	Safety/ Security Requirement (Federal) FFY 2025
2026	516G	E-0237	209000		40413010	\$ 133,788.00	Safety/ Security Requirement (Federal Revenue) FFY 2025
2026	516	E-0237-03-4-01-3	209000		50401201	\$ 33,447.00	Safety/ Security Requirement (Local) FFY 2025

FUNDING SCHEDULE SECTION 5339

Fiscal Year	Fund	WBS	Fund Center	Cost Center	Commitment Item	Amount	Comment
CAPITAL							
2026	516G	E-0202-04-4-04-6	209000		50805000	\$ 825,773.00	Transit Bus Replacement (Federal) FFY 2025
2026	516G	E-0202	209000		40414010	\$ 825,773.00	Transit Bus Replacement (Federal Revenue) FFY 2025
2026	516	E-0202-04-4-04-5	209000		50805000	\$ 206,443.25	Transit Bus Replacement (Local) FFY 2025

ACTION REQUESTED
Federal Transit Administration (FTA)
FOR APPROVAL BY THE BOARD OF COMMISSIONERS
BOC Meeting August 19, 2025 (GCID 2025-0805)

1. Acceptance of grant awards from the **Federal Transit Administration (FTA)**; authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to sign all necessary grant documents, and related forms designating persons authorized to request disbursement of grant funds from **Federal Transit Administration (FTA)** to Gwinnett County.
2. Authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to sign all necessary grant documents with **Federal Transit Administration (FTA)** municipalities, nonprofit agencies, County agencies, federal and state agencies, subrecipient, program participants and financial institutions, etc. for project implementation, as specified by the **Federal Transit Administration (FTA)**, subject to approval as to form by the Law Department.
3. Authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to accept any amendments to the initial award, including closure of award after receipt of final payment, as assigned by **Federal Transit Administration (FTA)** and to designate County staff to adjust appropriations and revenue budgets as necessary.
4. Authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to approve and submit financial reports.
5. Authorization for Chairwoman to designate County staff to procure goods and services as delegated in the approved Purchasing Ordinance.
6. Authorization for Chairwoman to appoint and designate the Director of Financial Services to serve as the "Official Representative" of Gwinnett County with the **Federal Transit Administration (FTA)**.
7. The County Administrator is authorized to review the final grant agreement and decline the **Federal Transit Administration (FTA)** grant if the terms are deemed unacceptable or infeasible, and to direct other Gwinnett County staff to carry out any actions necessary to decline the grant as determined.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250809			

Department:	Transportation	Date Submitted:	07/25/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	erivera	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	No
for the Chairwoman to execute a Memorandum of Understanding with the Atlanta-Region Transit Link Authority and Gwinnett County for a regional automated fare collection system 2.0.			
Attachments	Justification Letter, Contract		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation	Approval		
BAC Action:			
Department Head	eeaponte (7/30/2025)		
Attorney	tlettsome (8/15/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	brainey (8/15/2025)
Finance Comments	*No budget impact.			FinDir's Initials
				raroyal (8/14/2025)


☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		



MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Edgardo E. Aponte, P.E., Director 
Department of Transportation

SUBJECT: Memorandum of Understanding for Regional Automated Fare Collection System 2.0 by
and between the Atlanta-Region Transit Link Authority and Gwinnett County

DATE: July 18, 2025

ITEM OF BUSINESS

The Department of Transportation recommends approval and authorization for the Chairwoman to execute a Memorandum of Understanding with the Atlanta-Region Transit Link Authority and Gwinnett County for a regional automated fare collection system 2.0.

Background and Description

The Atlanta-Region Transit Link Authority (ATL) has contracted with Init Inc., USA for the regional next generation automated fare collection system 2.0 (AFC 2.0) to be installed on the transit bus fleet of regional transit partner agencies of ATL, including Gwinnett County. This contract contains provisions to allow ATL to procure professional services from the Contractor for Gwinnett County's implementation of the project on its Ride Gwinnett transit system. There are no costs to the County for this upgrade.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7433.

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE ATLANTA-REGION TRANSIT LINK AUTHORITY
AND
GWINNETT COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”), effective as of _____, 2025 (the “Effective Date”) is made by and between the Atlanta-Region Transit Link Authority (“ATL”), an authority of the State of Georgia, and Gwinnett County, a political subdivision of the State of Georgia. ATL and Gwinnett County may collectively be referred to as the “Parties” and individually as the “Party.”

WITNESSETH:

WHEREAS, Init Inc., USA. (the “Contractor”) and the Metropolitan Atlanta Rapid Transit Authority (“MARTA”) executed Contract No. P50189 as of January 26, 2024 (“MARTA-INIT Contract”), for an Automated Fare Collection System (the “Project”); and

WHEREAS, ATL has contracted with the Contractor to implement the MARTA Automated Fare Collection System on its transit bus fleet (“Master Contract”); and

WHEREAS, the Master Contract between the ATL and the Contractor contains provisions allowing the ATL’s Regional Partners to procure the services of the Contractor to implement the Project; and

WHEREAS, Gwinnett County, a Regional Partner of the ATL, desires to use the services of the Contractor to implement the Project on its own transit fleet; and

WHEREAS, ATL desires to assist Gwinnett County by engaging the services of the Contractor for the implementation of the Project; and

WHEREAS, ATL shall procure the services of the Contractor on behalf of Gwinnett County.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes and acknowledgements and agreements contained herein, together with other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **COMMENCEMENT DATE AND TERM.** This Agreement shall begin on the Effective Date and continue through and including June 30, 2031 (the “Term”).
3. **RESPONSIBILITIES OF THE PARTIES.**
 - a. ATL will:
 - i. Procure professional services from the Contractor for Gwinnett County’s implementation of the Project.
 - ii. Issue a task order to the Contractor outlining the scope, deliverables, and timeline for the Project.
 - iii. Use the scope of work for the Project attached to this Agreement as Exhibit A, Scope of Services, which will only be modified upon mutual agreement between the Contractor and the ATL.
 - iv. Appoint an ATL staff person to serves as the liaison for the Project and process Contractor’s invoices in support of Gwinnett County’s implementation of the Project.
 - v. Make final review, approval and payment of invoices for the Project.
 - vi. Coordinate and consult with Gwinnett County regarding administration of the Project.

- vii. Prepare a written decision on the pre-approval request or seek additional documentation in support of the request within thirty (30) days of receiving a written request from Gwinnett County for pre-approval of purchase of goods and services to implement the AFC 2.0 project.
 - viii. Reimburse Gwinnett County for the purchases of all reasonable and necessary goods and services to implement the AFC 2.0 project that were pre-approved by ATL. The task or purchase order may be issued to a third-party vendor who has a direct relationship with Gwinnett County and Gwinnett County may make payments to the third-party vendor for the services or goods. ATL will process the reimbursement request within thirty (30) days of receipt.
 - ix. Not be responsible for any additional costs for the Project beyond (1) beyond the services procured on its own behalf; (2) the reimbursements pursuant to the immediately preceding two (2) subsections; and (3) the cost of services outlined in Exhibit A procured on behalf of Gwinnett County for the Project
- b. Gwinnett County will:
- i. Accept the scope of work for the Project attached to this Agreement as Exhibit A, Scope of Services, which will only be modified upon mutual agreement in writing between the Parties. The final version of Exhibit A, Scope of Services, shall be incorporated into the Master Contract with the Contractor for the Project.
 - ii. Appoint a staff person to act as the liaison with ATL for matters related to this Agreement ("Gwinnett County Designated Representative").
 - iii. Coordinate and consult with ATL regarding administration of the Project and provide information related to the Project upon request by ATL in a timely manner.
 - iv. Coordinate for the Gwinnett County Designated Representative to attend Project-related meetings, respond to Project-related questions from ATL and the Contractor in a timely manner, and provide the initial review and approval of invoices for the Project.
 - v. Be prepared to implement the technology and infrastructure enumerated in the technical specifications in MARTA's contract with the Contractor prior to the implementation date.
 - vi. Be solely responsible for the procurement of and payment for any services required from the Contractor outside of the scope of services outlined in the Master Contract between the Contractor and the ATL.
 - vii. Submit pre-approval purchase requests to ATL for all reasonable and necessary goods and services to implement the AFC 2.0 project at least thirty (30) days prior to the planned purchase. The pre-approval request should contain a detailed explanation of the need and breakdown of the costs. The pre-approval request should be submitted to Nipendra Kayastha via email to nkayastha@atltransit.ga.gov.
 - viii. Submit a reimbursement request to ATL for all reasonable and necessary pre-approved purchase orders issues by Gwinnett County to implement the AFC 2.0 project within thirty (30) days of incurring the expense. The reimbursement request should include the invoice, proof of payment by Gwinnett County, and ATL's pre-approval of the purchase.
4. **TIME IS OF THE ESSENCE.** Time is of the essence for this Agreement.
5. **TERMINATION.** Prior to completion of the Project, this Agreement may be terminated upon sixty (60) days written notice by either Party. Upon early termination, ATL shall immediately notify its Contractor and staff to stop working on the Project.

6. **ASSIGNMENT.** Each Party shall not assign the rights hereunder or delegate any of their rights, duties or obligations hereunder without the prior written consent of the other Party. Said consent of either Party shall not be unreasonably withheld. Any assignment in violation of this section shall be null and void.
7. **NOTICE.** Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

Atlanta-Region Transit Link Authority
Attn: Nipendra Kayastha
245 Peachtree Center Avenue, Suite 2300
Atlanta, GA 30303-1224
Phone: (404) 893-6184
Email: nkayastha@atltransit.ga.gov

Gwinnett County
Attn: Natasha Tyler
446 W Crogan St. Suite 410
Lawrenceville, GA 30046
Phone: (770) 822-7422
Email: natasha.tyler@gwinnettcountry.com

8. **WAIVER.** The waiver by either Party of any breach of any provision in this Agreement shall not be deemed to be a waiver of such provision of any subsequent breach of the same or any other provision in this Agreement.
9. **SURVIVABILITY.** If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, or unenforceable by any court of competent jurisdiction, then the remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
10. **GOVERNING LAW.** This Agreement shall be governed by Georgia law, without regard to its conflict of law provisions.
11. **AUTHORITY/SIGNATURE.** The individual signing this Agreement on behalf of each Party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such Party, and to bind such Party to the terms and conditions of this Agreement.
12. **NO THIRD PARTY BENEFICIARY.** Nothing herein shall be construed as conferring upon any person or entity, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
13. **HEADINGS.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
14. **COUNTERPARTS.** This Agreement may be executed in counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.
15. **E-VERIFY AND NON-DISCRIMINATION.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party

agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

16. **COMPLETE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

IN WITNESS WHEREOF, the Parties have signed, sealed and delivered this Agreement as of the Effective Date.

Atlanta-Region Transit Link Authority

Gwinnett County Board of Commissioners

By: _____
Name: Jannine Miller
Title: Executive Director

By: _____
Name: Nicole L. Hendrickson
Title: Chairwoman

Attest: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

(SEAL)

Approved as to form:

Senior Assistant County Attorney

EXHIBIT A
SCOPE OF SERVICES

A. Automated Fare Collection System 2.0 (AFC 2.0)

1. Introduction

INIT has been awarded contract No. P50189 by Metropolitan Atlanta Transportation Authority (MARTA) for the Next Generation Automated Fare Collection System (AFC 2.0). As part of MARTA's Request for Proposal (RFP), INIT has quoted certain equipment, software, and services to include the following partner agencies in the project:

- Atlanta-Region Transit Link Authority (ATL)
- Cobb County Transit (CobbLinc)
- Gwinnett County Transit (Ride Gwinnett)
- Douglas County Transit (Connect Douglas)

This document will describe the scope of work quoted by INIT, and will include assumptions made in this quote, as well as items required of these agencies to support the implementation.

For an understanding of system capabilities and functionality, please refer to the documentation being developed for MARTA.

2. System Overview

The technical details of the system to be implemented are currently undergoing design reviews with the MARTA project team. The current partners (ATL, Cobb, and Gwinnett) are encouraged to participate in these reviews. At a minimum, the partners are encouraged to review the INIT design submittal documents to familiarize themselves with the system functions and capabilities. The core features of the system will include:

- The INIT Central Back Office Application – MOBILEvario. The functions that are supported by MOBILEvario include
 - Transaction Processing
 - Fare Validation
 - Application Programming Interface (API) Services
 - Online Crypto Key Management
 - Card Inventory
 - System Administration
 - Data Management
 - Data Warehouse
 - Reports

- INIT Administrative Applications
 - MOBILEflow – Manages software distribution to field devices
 - MOBILEsymon – Collects status updates from field devices
- SAGE Accounting
- Customer Service Terminal Software – Supports retail sales and Customer Service
- Customer Relationship Management (CRM) (Salesforce)
- Payment Application (Card Present, Card Not Present, Open Loop Payments)
- Fare Media (Extended Use, Limited Use, Virtual Cards)
- Customer Website
- Institutional Website
- Mobile Application
- Retail Network

3. System Hardware

3.1. Base Hardware

The following hardware has been quoted as the base offering to the partners:

Items	Gwinnett Qty
Website and App	
Websites	1
App	1
APIs	1
Partner Agency Equipment	
Onboard Validator	77
Validator OCU	0
Fixed Route (full size) Farebox	0
Paratransit (short) Farebox	0
Full OCU (controls both validator and farebox)	77
Test lab equipment	1
Partner Agency Full POS	2
Partner Agency Mobile POS	2
Fare Inspection Devices	1
TVM	0
TVM Spares (All Spare parts)	0
Partner Agency Installations	
Fixed Route Bus Installs without Farebox	48

Paratransit Installs without Farebox	25
Fixed Route Bus Install with Farebox (Note E)	0
Paratransit Bus Install with Farebox (Note E)	0
Test Lab Installation (Bus in a Box Type)	1
Fast Fare Farebox Integration	0
TVM Install	0
Additional Agency: Survey	0
Additional Agency: Mobilization	0
Additional Agency: Testing (incl. Pilot)	0
Back Office	1
Non-Recurring Engineering	
Partner Agency (Xpress, CobbLinc & Ride Gwinnett) AFC interface with CAD/AVL Vendor	1
Project Implementation	
Project Management	1
Testing and Acceptance	1
Training	1
Additional Agency: Project Management	0

3.1.1. Full POS

INIT will supply each agency with one Full Point of Sale (POS) workstation, which includes the following:

- Central Processing Unit (CPU)
- Monitor
- Keyboard and Mouse
- USB Hub
- Customer Display
- Cash Drawer
- Credit Card Terminal
- Near Field Communication (NFC) Card Reader
- Optical Reader (barcode reader)
- Receipt Printer

3.2. Optional Hardware

INIT has supplied pricing to supply 21 cashless Ticket Vending Machines (TVM), and install 20 of them for ATL. These TVMs will be of the same basic design as the machines being implemented for MARTA.

4. System Software

4.1. Base Software

All System Software Features will be described in the MARTA documentation. INIT has quoted to integrate the efare system with the Clever Devices CAD/AVL for both ATL and CobbLinc, and Avail for Gwinnett. This integration will allow the operator to use the INIT OCU as a point of single sign on to both systems. It also allows route data to be sent from the CAD/AVL system to the efare system.

4.2. Optional Software

INIT has provided optional pricing to provide ATL with the same farebox integration as being implemented for MARTA. This integration allows the operator to use the INIT supplied OCU to control certain farebox functions. Details may be found in the MARTA documentation.

5. Installation

5.1. Vehicle Installation

In order to allow the operation of AFC 1.0 and AFC 2.0 in parallel during the transition period, the vehicles will need to have validators for both systems installed and operational. The vehicle installation will consist of two phases; the first will install and commission the new INIT validator, and the second (after AFC 1.0 is retired) will be to remove the old AFC 1.0 equipment.

5.2. Prototyping

INIT will perform non-functional prototypes of all new equipment on each bus type at each partner agency. These prototypes will be approved by the agencies and serve as the model for all installation of that vehicle type.

5.3. Installation Schedule

INIT will integrate the partner vehicle installations into the overall installation schedule and have all partner vehicles installed prior to the start of the system Pilot Test. INIT is aware of the operational hours and constraints at each partner garage, and will work with the agencies to develop the best work schedule.

5.4. Test Lab

INIT will supply a Bus in a Box (BiB) to each partner agency consisting of a vehicle validator, OCU (driver terminal), and power supply. The BiB will be connected to the MARTA Test System. This BiB may be used for testing new software, new fare configurations, troubleshooting devices, training, and any number of things.

5.5. Full POS

INIT will set up the Point of Sale Workstation in the location selected by the partner agencies for performing retail sales.

6. System Testing

The MARTA contract requires a full set of test phases, including:

- Factory Acceptance Tests (FAT)
- System Integration Test (SIT)
- Operational System Integration Test (OSIT)
- Pilot Test
- System Completion Test

The partners agencies are encouraged to participate in the System Integration Test (SIT), which will provide very detailed, function by function exposure to the system. INIT proposes an abbreviated version of the OSIT for each partner, to verify that the installed equipment is connecting to the back office and performing as expected. We also propose to make the partners part of the Pilot Test and System Completion Test. Details will be addressed in the Test Plans. For more detailed information on the test phases, please refer to Master Agreement between ATL and INIT.

7. Training

INIT has not proposed any training classes specifically for the partner agencies. The partners will attend the training when it is delivered to MARTA. If this does not work for the partners, INIT can price additional training offerings.

The MARTA training recommended for the partners include:

- Operator Training (Train the Trainer)
- POS Workstation Training
- Back Office Operations
- Reports
- Customer Service

For more information, please review INIT's Training Plan.

B. Regional Router Upgrade

As part of the AFC 2.0 project, ATL will upgrade the current onboard router to a new 5G capable router on all regional partners buses. The router upgrade will provide more secure and reliable data transfers to the connected components including wifi service. The upgrade will require uninstalling existing routers and installing the new routers.

C. Partner Agency Responsibilities

- Work with INIT to develop the necessary on-board vehicle network configuration
- Provide support from the CAD/AVL supplier for development, implementation, and testing of the CAD/AVL and efare integration.
- Supply suitable cellular connectivity from the vehicle to INIT's defined endpoint (AFC 2.0 traffic should be separated from AFC 1.0 traffic)
- Supply connectivity from the POS workstation to the endpoint defined by INIT
- Supply connectivity from the Bus in a Box (BiB) to the endpoint defined by INIT
- If the optional TVMs are purchased, ATL must supply the required network connectivity
- Obtain the necessary fare media from MARTA
- If the optional TVMs are purchased, ATL must supply the INIT-specified receipt paper

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250741			

Department:	Water Resources	Date Submitted:	07/10/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	Purchasing – Katie Maldonado – BB	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
BL072-25, Buford Highway cast iron pipe replacement – Section B, to The Dickerson Group, Inc., amount not to exceed \$6,247,290.57. Contract to follow award.			
Attachments	Summary Sheet, Justification Letter, Tabulation, Justification Support		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation	Award		
BAC Action:	Water and Sewerage Authority Approved on August 11, 2025, Vote 4-0.		
Department Head	rmshelton (7/25/2025)		
Attorney	nlwood (8/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$6,247,291	brainey (8/7/2025)
Finance Comments	*Amount available in Distribution System Rehab/Replacement project. For FY2025, \$104,591 is allocated. For FY2026-27, \$6,142,700 is subject to budget approval.			FinDir's Initials raroyal (8/7/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held?
Working Session		No Action Taken
Action	New Item	
Tabled		
Motion		
2nd by		

SUMMARY – BL072-25
Buford Highway Cast Iron Pipe Replacement – Section B

PURPOSE:	This project will replace approximately three miles of existing cast iron water main along Buford Highway from Sugarloaf Parkway to McGinnis Ferry Road in unincorporated Gwinnett County. The existing water main is 67 years old and has a history of breaks. This project will replace the aging infrastructure as part of the County's water main replacement program to ensure the reliability of the water distribution system in this area.
LOCATION:	District 1/Carden
AMOUNT TO BE SPENT:	\$6,247,290.57
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,263 20 pre-qualified contractors 11 plan holders 102 website viewings
NUMBER OF RESPONSES:	8
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 9
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	650 consecutive calendar days from the issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Brittany Bryant
Purchasing Associate III, Department of Financial Services

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Kristopher Campbell, PE *KC*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Award BL072-25
Buford Highway Cast Iron Pipe Replacement – Section B
Project Number: M-0736-53
District 1 / Carden

DATE: July 09, 2025

REQUESTED ACTION

The Department of Water Resources recommends the award of the above referenced contract with The Dickerson Group, Inc. in the amount of \$6,247,290.57

DESCRIPTION

This project will replace approximately three miles of existing cast iron water main along Buford Highway from Sugarloaf Parkway to McGinnis Ferry Road in unincorporated Gwinnett County. The existing water main is 67 years old and has a history of breaks. This project will replace the aging infrastructure as part of the County's water main replacement program to ensure the reliability of the water distribution system in this area.

References checked? Yes X No

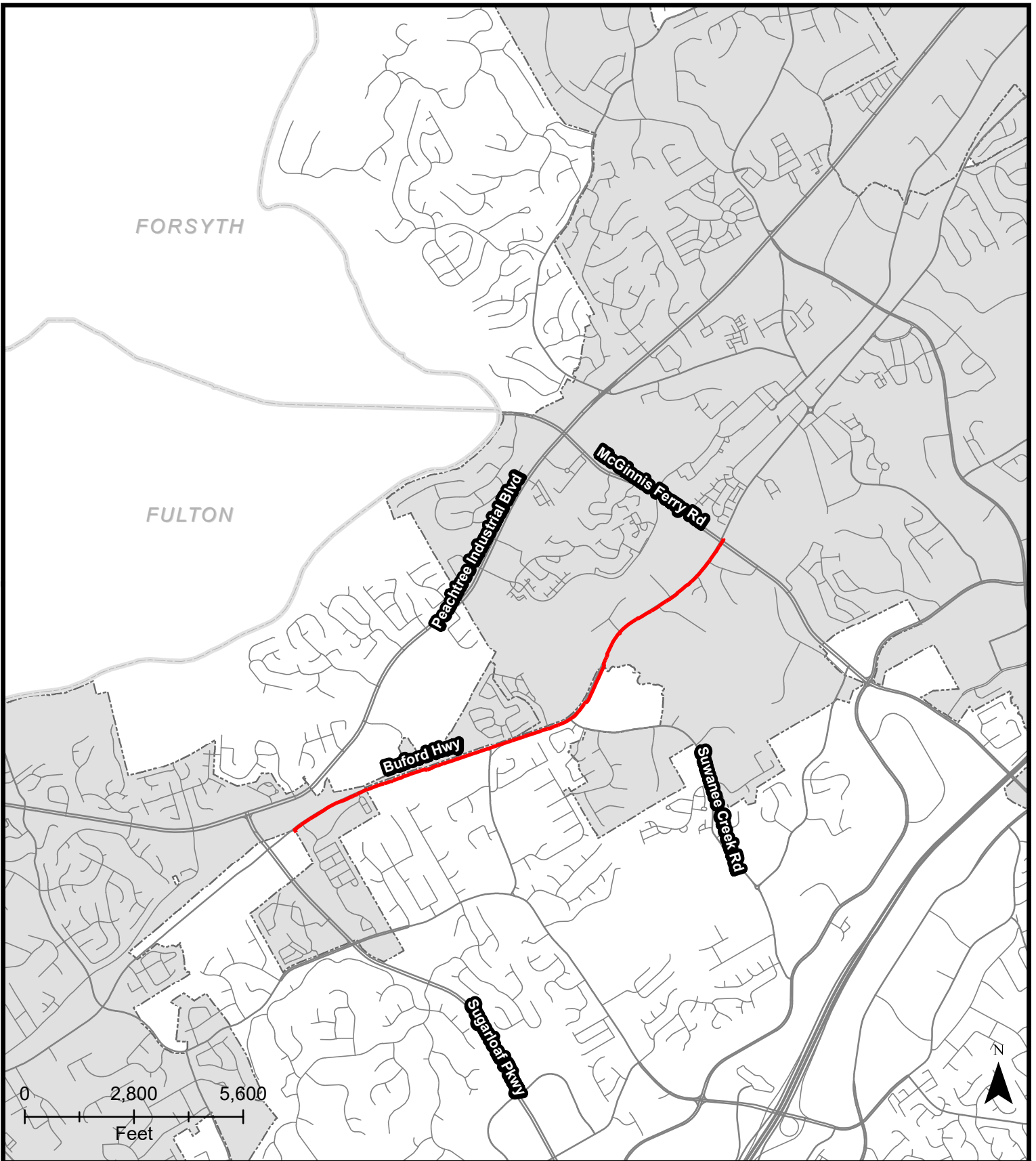
FINANCIAL

- Estimated amount to be spent: \$6,247,290.57
- Do total obligations agree with "Action Requested"? Yes X No
- Budgeted: Yes X No
- Contact name: Adam Garmon Contact phone: 678-376-7181 *AG*

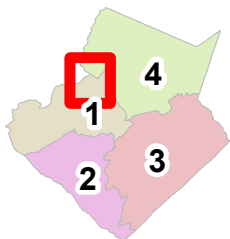
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	504	211000		50807000	M-0736-53-3-03	\$ 104,590.60	1.67%
2026	504	211000		50807000	M-0736-53-3-03	\$3,707,063.97	59.33%
2027	504	211000		50807000	M-0736-53-3-03	\$2,435,636.00	39.00%
Total						\$6,247,290.57	100.00%

Transfer Required: Yes No X



Location



Project Name: Buford Hwy Cast Iron Pipe Replacement - Section B


Project Number: M-0736-53

Commission District: 1 - Carden



Date: 7/14/2025



Project Information	Project Name: Buford Hwy Cast Iron Pipe Replacement - Section B	 Date: 7/14/2025
	Project Number: M-0736-53	
	Commission District: 1 - Carden	

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250756			

Department:	Water Resources	Date Submitted:	07/14/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Public Hearing:			
Submitted By:	Purchasing - Brandi Cantie - BW	Multiple Depts?	No
Agenda Type	Award		

Item of Business:	Locked by Purchasing
No	

SS025-25, provision of licensing and support for the Maximo system on an annual contract (October 1, 2025 through December 31, 2026), to International Business Machines Corporation, base amount \$154,511.50.

Attachments	Summary Sheet, Justification Letter, Justification Support
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Award
BAC Action:	
Department Head	rmshelton (7/25/2025)
Attorney	nlwood (8/8/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$154,512	brainey (8/7/2025)

Finance Comments	*The current balance in Professional Services is checked as services are provided. For FY2025, \$154,512 is allocated.	FinDir's Initials raroyal (8/7/2025)
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☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – SS025-25 Provision of Licensing and Support for the Maximo System on an Annual Contract	
PURPOSE:	This contract will renew licensing for the use of Maximo software and transition to a Software-as-a-Service platform. This Computerized Maintenance Management System app provides features such as maintenance work orders, asset inventory management, and preventative/corrective maintenance planning to treatment facilities and pump stations.
LOCATION:	Department of Water Resources
AMOUNT TO BE SPENT:	\$154,511.50
PREVIOUS CONTRACT AWARD AMOUNT:	\$94,500.07
AMOUNT SPENT PREVIOUS CONTRACT:	\$94,500.07
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	An accurate increase/decrease cannot be calculated due to a change in the structure of the contract.
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	October 1, 2025 through December 31, 2026*

COMMENTS: *Due to licensing changes with the Maximo Application Suite, effective October 1, 2025, International Business Machines Corporation requires licensing to be purchased starting October 1, 2025, and is not willing to enter into a term less than 12 months. All future renewals will be on a 12-month term.



MEMORANDUM

TO: Bethany White
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Sean Meyer *SM*
Deputy Director, Facility Operations

SUBJECT: SS025-25 Provision of Licensing and Support for the Maximo System on an Annual Contract

DATE: July 18, 2025

REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract with the International Business Machines Corporation for \$154,511.50.

DESCRIPTION

This contract will award licensing for the use of Maximo software to allow use of a Software-as-a-Service platform. Maximo is a Computerized Maintenance Management System application used at the treatment facilities and pump stations. This system provides features such as maintenance work orders, asset inventory management, and preventive and corrective maintenance planning.

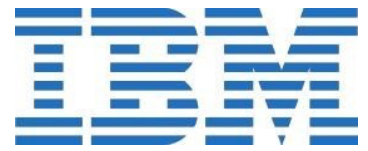
FINANCIAL

1. Estimated amount to be spent: \$154,511.50
2. Projected amount spent previous contract: \$94,500.07
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Adam Garmon Contact phone: 678-376-7181 *AG*

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	501	111001	19010015	50401000		\$154,511.50	100.00%
Totals						\$154,511.50	100.00%

Transfer Required: Yes___ No X



IBM Software Quotation

Quotation 1 of 2

Number: **21485668**

Effective Date: **27-Jun-2025**

Expiration Date: **30-Sep-2025**

Customer Information

Attn: Jodi O Brien

Gwinnett County Water

684 Winder Hwy

LAWRENCEVILLE GA 30045-6940

UNITED STATES

Sales Representative

IBM Contact: **Hunter Cockrel**

Passport Advantage Agreement Number: **182254**

IBM Customer Number: **4022263**

Relationship SVP Level: **GV**

Passport Advantage Site Number: **7927270**

Anniversary: **01-Jan**

Quotation SVP Level: **GV**

Summary

Current Transaction

Total Points	1,163.50
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Software	128,365.25
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Total	128,365.25 USD
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Current Transaction

Software

Line Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Unit Price	Extended Amount
IBM Maximo Application Suite per AppPoint from Eligible Programs Trade Up Licence + SW Subscription & Support 12 Months						
1	D29HYLL	325	1,163.50	685.10	394.97	128,365.25

Notes

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.

Your order is governed by and subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

Useful/Important web resources:

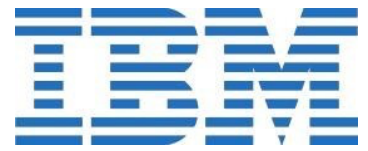
Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla

IBM Software Support web site: <https://www.ibm.com/software/support/handbook.html> IBM Customer Number: **4022263**

International Business Machines Corporation

International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504



IBM Software Quotation

Quotation 2 of 2

Number: **21486040**

Effective Date: **27-Jun-2025**

Expiration Date: **30-Sep-2025**

Customer Information

Attn: Jodi O Brien

Gwinnett County Water

684 Winder Hwy

LAWRENCEVILLE GA 30045-6940

UNITED STATES

Sales Representative

IBM Contact: **Patrick Flowers**

Phone Number: **1-404-238-6599**

Passport Advantage Agreement Number: **182254**

IBM Customer Number: **4022263**

Relationship SVP Level: **GV**

Passport Advantage Site Number: **7927270**

Anniversary: **01-Jan**

Quotation SVP Level: **GV**

Summary

Current Transaction	
Total Points	861.25
Software	26,146.25
Total	26,146.25 USD

Current Transaction

Software

Line Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Unit Price	Extended Amount
IBM Maximo Application Suite per AppPoint Annual SW Subscription & Support Renewal					80.45	26,146.25
1	EOR1HLL	325	861.25	126.88		

Notes

Applicable tax will be recalculated at the time of order processing.

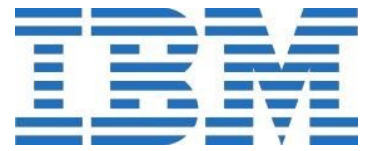
Your order is governed by and subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

Useful/Important web resources:

Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla

IBM Software Support web site: <https://www.ibm.com/software/support/handbook.html> IBM Customer Number: **4022263**



Pricing Summary

**IBM Maximo Application Suite per AppPoint from Eligible Programs Trade Up License + SW
Subscription & Support 12 Months**

128,365.25

D29HYLL 325

IBM Maximo Application Suite per AppPoint Annual SW Subscription & Support Renewal

26,146.25

E0R1HLL 325

Total \$154,511.50

Coverage Dates

The coverage dates for Quotes **21485668** and **21486040** are **October 1, 2025, through December 31, 2026.**

IBM Terms and Conditions

IBM International Passport Advantage Agreement

The quote or order to which this document relates is governed by the terms of your Passport Advantage Agreement and its associated attachment(s).

Unless specifically agreed herein or in another signed agreement in writing between you and IBM, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used to settle or resolve any software license non-compliance by you that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used as authorization to deploy the Programs prior to the date of your order against this Quote / Agreement. For more information about eligibility and reporting requirements for sub-capacity licensing,

please visit <https://www.ibm.com/software/passportadvantage/subcaplicensing.html> and for more information about eligibility and reporting requirements for container licensing, please visit: <https://www.ibm.com/software/passportadvantage/containerlicenses.html>

Data Processing Protection - IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the applicable DPA Exhibit of: i) for Subscription & Support Services at <https://www.ibm.com/mysupport/s/article/support-privacy>; or ii) for Cloud Services, as stated in associated Service Descriptions; applies IBM's processing of personal data on behalf of Client.

If you have any trouble with the link(s) provided, please copy and paste the appropriate URL in your browser's navigation bar.

Useful/Important web resources:

Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla

IBM Software Support web site: <https://www.ibm.com/software/support/handbook.html> IBM Customer Number: **4022263**

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250773			

Department:	Water Resources	Date Submitted:	07/21/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	Purchasing – Katie Maldonado – JM	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
BL012-25, replacement of large water meters, 3" or larger, on an annual contract (August 19, 2025 through August 18, 2026), to The Dickerson Group, Inc., as the primary service provider, and Civil Construction & Utilities, LLC, as the secondary service provider, base bid \$480,000.00.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization:	Chairwoman's Signature?	No	
Staff Recommendation	Award		
BAC Action:			
Department Head	rmshelton (7/25/2025)		
Attorney	nlwood (8/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$480,000	brainey (8/7/2025)
Finance Comments	*Amount available Water Meter Install/Replacement project. For FY2025, \$158,400 is allocated. For FY2026, \$321,600 is subject to budget approval.			FinDir's Initials
				raroyal (8/7/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held?
Working Session	<input style="width: 90%;" type="text"/>	Vote <div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto;"></div>
Action	<input style="width: 90%;" type="text" value="New Item"/>	
Tabled	<input style="width: 90%;" type="text"/>	
Motion	<input style="width: 90%;" type="text"/>	
2nd by	<input style="width: 90%;" type="text"/>	

SUMMARY – BL012-25
Replacement of Large Water Meters, 3” or Larger, on an Annual Contract

PURPOSE:	This contract provides for the replacement of large water meters to ensure accurate measurement of water usage and billing for industrial and commercial water accounts. Currently, there are over 900 three-inch and larger meters in the water system. Meters are tested regularly on a consumption based schedule and replaced if they are showing reduced accuracy or are damaged.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$480,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$425,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$200,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	10.4% decrease
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	394 74 website viewings
NUMBER OF RESPONSES:	5
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 3
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 19, 2025 through August 18, 2026

COMMENTS:



MEMORANDUM

TO: Jordan Mitchell
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Award BL012-25
Replacement of Large Water Meters, 3" or Larger on an Annual Contract

DATE: June 26, 2025

REQUESTED ACTION

The Department of Water Resources recommends the award of the above referenced contract to The Dickerson Group, Inc. as the primary vendor and Civil Construction & Utilities, LLC as the secondary vendor in the amount of \$480,000.00.

DESCRIPTION

This contract provides for the replacement of large water meters to ensure accurate measurement of water usage and billing for industrial and commercial water accounts. Currently, there are over 900 three-inch and larger meters in the water system. Meters are tested regularly on a consumption based schedule and replaced if they are showing reduced accuracy or are damaged. This contract covers the replacement of these meters and the replacement of the meter vault, if necessary. Since the replacement of the water meter may impact the customers' operations, this work is scheduled with the customer in advance when possible and is often performed during off-hours.

References checked? X Yes No

FINANCIAL

1. Estimated amount to be spent: \$480,000.00
2. Projected amount to be spent previous contract period: \$200,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Adam Garmon Contact phone: (678)376-7181

Page 2
Recommendation Letter
BL012-25

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	504	211000		50807000	F-0662-03-3-03	\$158,400.00	33.0%
2026	504	211000		50807000	F-0662-03-3-03	\$321,600.00	67.0%
					Total	\$480,000.00	100.0%

Transfer Required: Yes No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250792			

Department:	Water Resources	Date Submitted:	07/24/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Public Hearing:			
Submitted By:	Purchasing – Katie Maldonado – BB	Multiple Depts?	No
Agenda Type	Award		

Item of Business:	Locked by Purchasing
No	

BL049-25, purchase and installation support of circular clarifier drives at Lanier Filter Plant, to Sentry Equipment Corp., amount not to exceed \$208,458.42. Contract to follow award.

Attachments	Summary Sheet, Justification Letter, Tabulation
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Authorization:	Chairwoman's Signature?	Yes
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Staff Recommendation	Award
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BAC Action:	
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Department Head	rmshelton (7/29/2025)
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Attorney	nlwood (8/8/2025)
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Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$208,458	brainey (8/8/2025)

Finance Comments	*Amount available in Lanier FP Rehab/Replacement project.	FinDir's Initials
		raroyal (8/8/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	
Action	<input style="width: 90%;" type="text" value="New Item"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – BL049-25**Purchase and Installation Support of Circular Clarifier Drives at Lanier Filter Plant**

PURPOSE:	This contract will be used to procure two replacement circular clarifier drives and associated equipment for use in the residuals handling process at the Lanier Filter Plant. The circular clarifier drives are used to rotate rake arms along the bottom of the pre-clarification basins. This channels solids removed during the water treatment process to a discharge pipe that takes them to dewatering for landfill disposal.
LOCATION:	Lanier Filter Plant
AMOUNT TO BE SPENT:	\$208,458.42
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,933 73 website viewings
NUMBER OF RESPONSES:	2
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 1
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	Limited response was due to vendors not having the time required to provide services within the timeframe specified.
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	Approximately 18 weeks from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Brittany Bryant
Purchasing Associate III

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Sean Meyer *SM*
Deputy Director, Facility Operations

SUBJECT: Recommendation to Award BL049-25 Purchase and Installation Support of Circular Clarifier Drives at the Lanier Filter Plant

DATE: July 16, 2025

REQUESTED ACTION

The Department of Water Resources recommends the award of the above referenced contract to Sentry Equipment Corp. in the amount of \$208,458.42.

DESCRIPTION

This contract will be used to procure two replacement circular clarifier drives and associated equipment for use in the residuals handling process at the Lanier Filter Plant. The circular clarifier drives are used to rotate rake arms along the bottom of the pre-clarification basins. This channels solids removed during the water treatment process to a discharge pipe that takes them to dewatering for landfill disposal.

References Checked Yes X No

FINANCIAL

1. Estimated amount to be spent: \$ 208,458.42
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 *AG*

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	504	211000		50807000	M-1273-47-4-02	\$208,458.42	100%
Total						\$208,458.42	100%

Transfer Required: Yes___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250793			

Department:	Water Resources	Date Submitted:	07/24/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Public Hearing:			
Submitted By:	Purchasing – Katie Maldonado – BB	Multiple Depts?	No
Agenda Type	Award		

Item of Business:	Locked by Purchasing
No	

Attachments	Summary Sheet, Justification Letter, Tabulation
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Authorization:	Chairwoman's Signature?	Yes
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Staff Recommendation	Award
BAC Action:	
Department Head	rmshelton (7/25/2025)
Attorney	nlwood (8/8/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$112,120	brainey (8/8/2025)

Finance Comments	*Amount available in Lanier FP Rehab/Replacement project.	FinDir's Initials
		raroyal (8/8/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – BL050-25
Purchase and Installation Support of Lobe Pumps at Lanier Filter Plant

PURPOSE:	This contract will be used to procure four replacement lobe pumps for use in the Residuals Handling process at Lanier Filter Plant. These pumps are used to remove sludge from the pre-clarification basins and transfer it to the thickening and dewatering processes.
LOCATION:	Lanier Filter Plant
AMOUNT TO BE SPENT:	\$112,120.37
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,953 65 website viewings
NUMBER OF RESPONSES:	4
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 3
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	Approximately 10 weeks from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Brittany Bryant
Purchasing Associate III

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Sean Meyer *SM*
Deputy Director, Facility Operations

SUBJECT: Recommendation to Award BL050-25 Purchase and Installation Support of Lobe Pumps
at the Lanier Filter Plant

DATE: July 18, 2025

REQUESTED ACTION

The Department of Water Resources recommends the award of the above referenced contract to Boerger, LLC in the amount of \$112,120.37.

DESCRIPTION

This contract will be used to procure four replacement lobe pumps for use in the Residuals Handling process at the Lanier Filter Plant. These pumps are used to remove sludge from the pre-clarification basins and transfer it to the thickening and dewatering processes.

References Checked Yes X No

FINANCIAL

1. Estimated amount to be spent: \$ 112,120.37
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 *AG*

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	504	211000		50807000	M-1273-47-4-02	\$112,120.37	100%
Total						\$112,120.37	100%

Transfer Required: Yes___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250819			

Department:	Water Resources	Date Submitted:	07/28/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	Purchasing – Katie Maldonado – BB	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
BL051-25, purchase and installation support of inclined plate settlers at Lanier Filter Plant, to Jim Myers and Sons, Inc., amount not to exceed \$1,033,312.00. Contract to follow award.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation	Award		
BAC Action:	Water and Sewerage Authority Approved on August 11, 2025, Vote -.		
Department Head	rmshelton (7/31/2025)		
Attorney	nlwood (8/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$1,033,312	brainey (8/8/2025)
Finance Comments	*Amount available in Lanier FP Rehab/Replacement project.			FinDir's Initials
				raroyal (8/8/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – BL051-25**Purchase and Installation Support of Inclined Plate Settlers at Lanier Filter Plant**

PURPOSE:	This contract will be used to procure two replacement inclined plate settlers for use in the residuals handling process at Lanier Filter Plant. The inclined plate settlers are used to remove suspended particles during the water treatment process.
LOCATION:	Lanier Filter Plant
AMOUNT TO BE SPENT:	\$1,033,312.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,955 73 website viewings
NUMBER OF RESPONSES:	3 5 no bids
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 1
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	Limited response was due to vendors not having the time and/or resources required to provide services within the timeframe specified.
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	Approximately 36 weeks from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Brittany Bryant
Purchasing Associate III

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Sean Meyer *SM*
Deputy Director, Facility Operations

SUBJECT: Recommendation to Award BL051-25 Purchase and Installation Support of Inclined Plate Settlers at the Lanier Filter Plant

DATE: July 15, 2025

REQUESTED ACTION

The Department of Water Resources recommends the award of the above referenced contract to Jim Myers and Sons, Inc. in the amount of \$1,033,312.00.

DESCRIPTION

This contract will be used to procure two replacement inclined plate settlers for use in the residuals handling process at the Lanier Filter Plant. The inclined plate settlers are used to remove suspended particles during the water treatment process.

References Checked Yes X No

FINANCIAL

1. Estimated amount to be spent: \$ 1,033,312.00
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 *AG*

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	504	211000		50807000	M-1273-47-4-02	\$1,033,312.00	100%
Total						\$1,033,312.00	100%

Transfer Required: Yes___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250822			

Department:	Water Resources	Date Submitted:	07/28/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Public Hearing:			
Submitted By:	Purchasing – Katie Maldonado – BB	Multiple Depts?	No
Agenda Type	Award		

Item of Business:	Locked by Purchasing
No	

BL047-25, purchase and installation support of rapid and flocculator mixers at Lanier Filter Plant, to SPX Flow, LLC, amount not to exceed \$616,635.98. Contract to follow award.

Attachments	Summary Sheet, Justification Letter, Tabulation
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Authorization:	Chairwoman's Signature?	Yes
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Staff Recommendation	Award
BAC Action:	Water and Sewerage Authority Approved on August 11, 2025, Vote 5-0.
Department Head	rmshelton (8/1/2025)
Attorney	nlwood (8/8/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$616,636	brainey (8/8/2025)

Finance Comments	*Amount available in Lanier FP Rehab/Replacement project.	FinDir's Initials
		raroyal (8/8/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – BL047-25
Purchase and Installation Support of Rapid and Flocculator Mixers at Lanier Filter Plant

PURPOSE:	This contract will be used to procure eight (8) replacement rapid mixers and twelve (12) replacement flocculator mixers for use in the pre-treatment process at the Lanier Filter Plant. The mixers are used in the process to remove particles in the raw water pumped from Lake Lanier.
LOCATION:	Lanier Filter Plant
AMOUNT TO BE SPENT:	\$616,635.98
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	952 51 website viewings
NUMBER OF RESPONSES:	4
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 4
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	Approximately 30 weeks from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Brittany Bryant
Purchasing Associate III

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Sean Meyer *SM*
Deputy Director, Facility Operations

SUBJECT: Recommendation to Award BL047-25 Purchase and Installation Support of Rapid and Flocculator Mixers at the Lanier Filter Plant

DATE: July 22, 2025

REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract to SPX Flow, LLC in the amount of \$616,635.98.

DESCRIPTION

This contract will be used to procure eight replacement rapid mixers and twelve replacement flocculator mixers for use in the pre-treatment process at the Lanier Filter Plant. The mixers are used in the process to remove particles in the raw water pumped from Lake Lanier.

References Checked Yes X No

FINANCIAL

1. Estimated amount to be spent: \$ 616,635.98
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 *AG*

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	504	211000		50807000	M-1273-43-4-02	\$616,635.98	100%
Total						\$616,635.98	100%

Transfer Required: Yes___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250725	20240642		

Department:	Water Resources	Date Submitted:	07/08/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Public Hearing:			
Submitted By:	Purchasing – Katie Maldonado - JM	Multiple Depts?	No
Agenda Type	Approval		

Item of Business:	Locked by Purchasing	No
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to renew BL089-22, inspection and exercising of water and sewer valves on an annual contract (September 21, 2025 through September 20, 2026), with Pure Technologies U.S., Inc. dba Wachs Water Services, base bid \$2,200,000.00.

Attachments	Summary Sheet, Justification Letter
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
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BAC Action:	Water and Sewerage Authority Approved on August 11, 2025, Vote 5-0.
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Department Head	rmshelton (7/11/2025)
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Attorney	nlwood (8/8/2025)
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Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$2,200,000	brainey (8/6/2025)

Finance Comments	<p>*The current balance in Industrial R&M - Contracted is checked as services are provided. For FY2025, \$550,000 is allocated. For FY2026, \$1,650,000 is subject to budget approval.</p>	FinDir's Initials raroyal (8/6/2025)
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☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held?
Working Session: <input style="width: 100%;" type="text"/> Action: <input style="width: 100%;" type="text"/> New Item Tabled: <input style="width: 100%;" type="text"/> Motion: <input style="width: 100%;" type="text"/> 2nd by: <input style="width: 100%;" type="text"/>	Vote	<input type="checkbox"/> No Action Taken	

SUMMARY – BL089-22
Inspection and Exercising of Water and Sewer Valves on an Annual Contract

PURPOSE:	This contract provides for the inspection and maintenance of the County's water and sewer system valves. Approximately 45,000 valves are assessed and exercised every five years on a rotating basis. This inspection and maintenance program helps ensure that the valves are accessible and in proper working condition to minimize the outage time and number of customers that are out of service during emergency pipe repairs.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$2,200,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$2,000,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$2,000,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	3% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option three (3) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	September 21, 2025 through September 20, 2026

COMMENTS:



MEMORANDUM

TO: Jordan Mitchell
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Renew BL089-22
Inspection and Exercising of Water and Sewer Valves on an Annual Contract

DATE: May 16, 2025

REQUESTED ACTION

The Department of Water Resources recommends the renewal of the above referenced contract with Pure Technologies U.S., Inc. dba Wachs Water Services in the amount of \$2,200,000.00.

DESCRIPTION

This contract provides for the inspection and maintenance of the County's water and sewer system valves. Approximately 45,000 valves are assessed and exercised every five years on a rotating basis. This inspection and maintenance program helps ensure that the valves are accessible and in proper working order to minimize the amount of time and number of customers that are out of service during emergency pipe repairs.

FINANCIAL

1. Estimated amount to be spent: \$2,200,000.00
2. Projected amount to be spent previous contract period: \$2,000,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Adam Garmon Contact phone: (678)376-7181 *AG*

Page 2
Recommendation Letter
BL089-22

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	501	111008	19080003	50404216		\$550,000.00	25%
2026	501	111008	19080003	50404216		\$1,650,000.00	75%
					Total	\$2,200,000.00	100%

Transfer Required: Yes — No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250753	20240671		

Department:	Water Resources	Date Submitted:	07/14/2025
Working Session:	08/19/2025	Business Session:	08/19/2025
Submitted By:	Purchasing – Katie Maldonado – JM	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:		Locked by Purchasing	No
<p>to renew SS029-23, purchase of components, software, system maintenance and service for the Invensys-Foxboro control system on an annual contract (August 19, 2025 through August 18, 2026), with Schneider Electric Systems USA, Inc., base amount \$300,000.00.</p>			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairwoman's Signature?	No	
Staff Recommendation	Approval		
BAC Action:			
Department Head	rmshelton (7/22/2025)		
Attorney	nlwood (8/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water and Sewer Op	*	\$300,000	brainey (8/7/2025)
Finance Comments	*The current balance in Professional Services is checked as items are purchased and services are provided. For FY2025, \$100,000 is allocated. For FY2026, \$200,000 is subject to budget approval.			FinDir's Initials
				raroyal (8/7/2025)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; margin-bottom: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – SS029-23 Purchase of Components, Software, System Maintenance, and Service for the Invensys-Foxboro Control System on an Annual Contract	
PURPOSE:	This contract is used to provide professional services, products, and materials to support and maintain the Invensys-Foxboro system software and associated hardware.
LOCATION:	Department of Water Resources
AMOUNT TO BE SPENT:	\$300,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$350,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$309,122.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	8.5% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 19, 2025 through August 18, 2026

COMMENTS:



MEMORANDUM

TO: Jordan Mitchell
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Sean Meyer *SM*
Deputy Director, Facility Operations

SUBJECT: Recommendation for Renewal of SS029-23 Purchase of Components, Software, System Maintenance and Services for the Invensys-Foxboro Control System on an Annual Contract

DATE: July 18, 2025

REQUESTED ACTION.

The Department of Water Resources recommends renewal of the above referenced contract with Schneider Electric Systems USA, Inc., in the amount of \$300,000.00.

DESCRIPTION

This contract is used to provide professional services, products, and materials to support and maintain the Invensys-Foxboro system software and associated hardware. Schneider Electric Systems USA, Inc., owns the Invensys-Foxboro Control System which is the current supervisory control and data acquisition system that monitors and controls the treatment process at the Yellow River Water Reclamation Facility.

FINANCIAL

1. Estimated Amount to be spent: \$300,000.00
2. Projected amount to be encumbered and spent previous contract period: \$309,122.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 *AG*

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	501	111009	19090006	50401201		\$100,000.00	33.33%
2026	501	111009	19090006	50401201		\$200,000.00	66.67%
					Total	\$300,000.00	100.00%

Transfer Required: Yes___ No X