



CITY COUNCIL WORK SESSION

Monday, February 05, 2024 at 6:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.4720

FOREST PARK CITY HALL
745 Forest Parkway
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
Randi Rainey, City Clerk
Danielle Matricardi, City Attorney

AGENDA

VIRTUAL NOTICE

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be livestream and available on the City's

YouTube page - "*City of Forest Park GA*"

CALL TO ORDER/WELCOME:

ROLL CALL:

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

NEW BUSINESS:

- 1. Council Discussion and Approval on a Black History Program – Councilwoman James**

Background/History:

In an effort to celebrate Black History Month, Councilwoman James has requested a discussion of a potential partnership with Taletha Patton. The proposed production will feature actors, dancers, singers, and visual arts, entitled "The Journey."

- 2. Council Discussion and Approval on GMA Pension Plan – Executive Offices**

Background/History:

As part of the City Manager's city-wide employee evaluation, a large percentage of employees stated that they would like to see a Pension Plan implemented. At current, the city only offers a 457 and 401 plan. A qualified retirement plan can help our organization look more attractive to qualified employees. Finding quality employees can be a challenge today, especially when a job seeker is considering multiple job offers. Offering a retirement plan is a benefit most job seekers consider and ultimately can be a differentiating factor in their decision-making process. The City Manager is now ready to present the first full read of the proposed pension plan for input from the Governing Body. Not only can retirement plans help you attract new employees, they can also help you retain those most valuable to our City's success. Keeping good employees lowers our turnover cost and helps our business function more efficiently.

3. Council Discussion and Approval of the Comprehensive Classification Analysis & Compensation Study – Executive Offices

Background/History:

As part of the strategic objectives discussed in the FY' 23 Budget Cycle, the Executive Offices have properly bid out and are ready to award a contract for the Comprehensive Classification Analysis & Compensation Study. As we continue to strive to provide exemplary service to the community by being a model for 21st-century government, we recognize the importance of our workforce of dedicated and talented professional staff.

We are seeking approval to move forward with awarding the contract to Gallagher. After a review of the committee and recommendation of our procurement officer, we feel this is the best choice for the City. Gallagher has worked with several communities our size and larger and provided the most responsive document for the RFP. In addition, they have established a timeline that provides for the compensation study to be completed before the budget cycle is done. Staff is asking for approval of an amount not to exceed \$85,000.

4. Council Discussion and Approval of Lobbyist Services- Carpri & Clay, Inc.– Executive Offices

Background/History:

Since 2016, Clayton County Municipalities have engaged with Capri & Clay LLC for lobbyist services to ensure that all entities received a fair share of funding from the lost FAA fuel tax. Staff is seeking approval to continue to participate. The funding for said lobbyist services is shared amongst Clayton County Municipalities, Clayton County Board of Commissioners & the Clayton County School Board. Our share for the City of Forest Park is 5.86%, which equates monthly to \$205.10.

5. Council Discussion and Approval of the Service Agreement with Georgia Power to install the lighting on the new Welcome Signs – Executive Offices

Background/History:

The City has completed the construction of the Welcome Signs. The original design for the monument signs did not include lights for the signs. The new Welcome Signs are the first interaction that visitors have with our community and the first impression visitors will have of our City. The new signs are incredibly impactful on visitors entering our community and lighting the signs would have a greater impact at night.

Staff is seeking approval to move forward with Service Agreement with Georgia Power to install and maintain lighting for the new Welcome Signs.

6. Council Discussion and Approval of a Software with OpenGov/Carahsoft- Finance Department

Background/History:

In alignment with the ongoing efforts to propel the City of Forest Park forward through the Digitization Strategy presented in the FY23-24 Financial Budget hearing, the Department of Finance seeks Council approval to adopt OpenGov, a robust Financial Reporting and Procurement Solution. The primary objective of this initiative is to leverage OpenGov to enhance collaboration between City departments, improve visibility throughout the budget and procurement processes, and facilitate scalability as the City continues its growth and success.

The adoption of OpenGov represents a significant step forward in the City of Forest Park's commitment to digital transformation. It promises to enhance collaboration, streamline processes, and provide transparency to both internal and external stakeholders, contributing to the continued growth and success of our community. We look forward to the Council's support in moving this initiative forward.

7. Council Discussion and Approval on the use of Drones for the Police Department- Police Department

Background/History:

Drones have proven to be valuable assets in enhancing police operations and bolstering public safety. Their ability to offer real-time surveillance, collect vital evidence, and access inaccessible areas makes them invaluable tools in combating crime.

Drone as First Responder (DFR) boast numerous advantages, including decreased response time and heightened safety for both law enforcement officers and communities. When a 911 call is received, a trained police officer can deploy a drone to the emergency site while patrol cars are en route, ensuring swift and efficient response even before officers arrive on the scene.

The Justice Forfeiture Account will be utilized to cover the annual cost of \$80,000 for the three-year contract.

8. Council Discussion and Approval to Purchase two (2) Canines and to Enter into an Agreement between the Owners and the Forest Park Police Department- Police Department

Background/History:

The Forest Park Police Department operates 24/7, 365 days a year with four shifts managing service calls. Currently, two Canines are on duty for two of these shifts, performing tasks such as search and rescue for missing persons, detecting illegal narcotics, and aiding in criminal apprehension. Outside of normal shift work, our current Canines serve as a community-building resource by participating in educational programs in schools.

The department seeks approval to acquire two more Canines to occupy the two vacant shifts. This will allow us to have a Canine available 24/7, 365 day a year. Officers Deondre Hunt and Jamal Hunter, the handlers, intend to sell their Canines to the department for a symbolic \$1.00. The department will cover all costs related to training, equipment, and healthcare for the Canines, with officers committing to a 2-year commitment for any and all training expenses.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

File Attachments for Item:

1. Council Discussion and Approval on a Black History Program – Councilwoman James

Background/History:

In an effort to celebrate Black History Month, Councilwoman James has requested a discussion of a potential partnership with Taletha Patton. The proposed production will feature actors, dancers, singers, and visual arts, entitled “The Journey.”



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Black History Program – Councilwoman James

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: February 1, 2024

Work Session Date: February 5, 2024

Council Meeting Date: February 5, 2024

Background/History:

In an effort to celebrate Black History Month, Councilwoman James has requested discussion of a potential partnership with Taletha Patton. The proposed production will feature actors, dancers, singers, and visual arts, entitled "The Journey."

Cost: \$ **Budgeted for:** **Yes** **No**

Financial Impact:

Action Requested from Council:

THE JOURNEY BUDGET BREAKDOWN

Crew	Cost
Writer/Director	\$1,000
Inkind	\$1,000
Stage Manager	\$500
Lighting	\$200
Sound	\$200
Vidographer	\$1,000
Wardrobe	\$800
Hair/Makeup	\$500
	Total: \$5200
Talent	Cost
African Dancers	\$1,200
Cast	\$2,500
Featured Dancer	\$100
Choir	\$500
Equipment	\$500
Props	\$200
Miscellaneous	\$200
	Total: \$5200
	Grand Total: \$10,400

File Attachments for Item:

2. Council Discussion and Approval on GMA Pension Plan – Executive Offices

Background/History:

As part of the City Manager's city-wide employee evaluation, a large percentage of employees stated that they would like to see a Pension Plan implemented. At current, the city only offers a 457 and 401 plan. A qualified retirement plan can help our organization look more attractive to qualified employees. Finding quality employees can be a challenge today, especially when a job seeker is considering multiple job offers. Offering a retirement plan is a benefit most job seekers consider and ultimately can be a differentiating factor in their decision-making process. The City Manager is now ready to present the first full read of the proposed pension plan for input from the Governing Body. Not only can retirement plans help you attract new employees, they can also help you retain those most valuable to our City's success. Keeping good employees lowers our turnover cost and helps our business function more efficiently.



CITY OF
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City Council Agenda Item

Subject: GMA Pension Plan – Executive Offices

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: February 1, 2024

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Background/History:

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Cost: \$

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

Action Requested from Council:



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T 678.306.3100
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segalco.com

November 8, 2023

Michelle Warner
Director of Retirement Field Services and Defined Contribution Programs
Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303

Re: New Plan Study for the City of Forest Park

Dear Michelle:

As requested, we have calculated the cost of establishing a new retirement plan for Employees and Elected Officials of the City of Forest Park. The City provided participant census data for 258 Employees and 6 Elected Officials. Among the 258 Employees, there is 1 City Manager and 9 Department Heads.

The full proposed plan provisions are provided in Exhibit 1.

The assumptions and methods used to develop these results are summarized in Exhibit 2. These are consistent with the funding policy approved by the GMEBS Board of Trustees.

Exhibit 3 shows the development of the recommended contribution for the proposed plans for the fiscal year beginning July 1, 2024, using a January 1, 2024 valuation date, with participant data and asset information assumed to be as of September 30, 2023.

As requested, we have assumed Tier 4 administrative expenses of \$9,000 plus \$66 per active and terminated vested participant, plus \$78 per retiree and beneficiary, plus 0.06% of the market value of assets.

We are members of the American Academy of Actuaries, and we meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

If you have any questions or need additional information, please let us know.

Sincerely,

Jeanette R. Cooper, FSA, FCA, MAAA, EA
Vice President and Consulting Actuary

Malichi S. Waterman, FCA, MAAA, EA
Vice President and Consulting Actuary

Exhibit 1

City of Forest Park
Summary of Plan Provisions

Effective Date	1-1-24*
Eligibility Requirement	Employees: no waiting period Officials: no waiting period
Employee Contributions	None
Normal Retirement Age	Employees: 65+5 Officials: 65
Early Retirement	55+5
Benefit Formula	2.50%
Final Average Salary	60 months
Vesting	Employees: 100% after 5 years City Manager and Department Heads: Immediate Officials: Immediate
Death Benefits	Auto A
Disability Minimum	Scenario 1: none Scenario 2: 20%
Cost-of-Living	None
Prior Service	Employees: Prior service applies for vesting and eligibility. Officials: Prior service applies for vesting, eligibility, and benefit computation.
Other	*New Plan as of 1-1-24

Exhibit 2

City of Forest Park

Valuation Actuarial Assumptions and Actuarial Cost Methods

The methods and assumptions used were approved by the Board in December 2019 based on the results of an actuarial experience study for the period January 1, 2015 through June 30, 2019 conducted by Segal in November and December of 2019.

Mortality Rates:

Healthy retirees and beneficiaries:

Sex-distinct Pri-2012 head-count weighted Healthy Retiree Mortality Table with rates multiplied by 1.25

Disabled participants:

Sex-distinct Pri-2012 head-count weighted Disabled Retiree Mortality Table with rates multiplied by 1.25

Active participants, terminated vested participants, and deferred beneficiaries:

Sex-distinct Pri-2012 head-count weighted Employee Mortality Table

Plan termination basis (all lives):

1994 Group Annuity Reserving Unisex Table

The mortality tables (other than the one used for the plan termination basis) are projected generationally from 2012 to future years using 60% of the sex-distinct improvement rates under the 2019 OASDI Trustees Report used for the intermediate alternative.

Annuitant Mortality Rates:

Age	Rate (%)			
	Healthy Male	Healthy Female	Disabled Male	Disabled Female
55	1.00	0.62	3.01	2.09
60	1.32	0.82	3.28	2.45
65	1.64	1.15	3.97	3.02
70	2.54	1.75	5.39	3.95
75	4.20	2.96	7.74	5.47
80	7.11	5.17	11.50	7.99
85	12.11	8.98	17.33	12.33
90	20.41	15.57	25.65	20.14

Mortality and Disability Rates before Retirement:

Age	Rate (%)			
	Male Mortality	Female Mortality	Male Disability	Female Disability
20	0.06	0.02	0.03	0.02
25	0.06	0.03	0.03	0.03
30	0.06	0.03	0.03	0.03
35	0.08	0.04	0.03	0.03
40	0.09	0.06	0.07	0.04
45	0.12	0.08	0.11	0.06
50	0.18	0.12	0.17	0.09
55	0.29	0.18	0.25	0.18
60	0.44	0.27	0.33	0.28

Turnover Rates:

Years of Service	Rate (%)	Years of Service	Rate (%)	Years of Service	Rate (%)
0 but less than 1	26.5	6 but less than 7	10.5	12 but less than 13	5.7
1 but less than 2	20.5	7 but less than 8	9.5	13 but less than 14	5.3
2 but less than 3	18.5	8 but less than 9	8.5	14 but less than 15	4.9
3 but less than 4	16.5	9 but less than 10	7.5	15 or more years	4.5
4 but less than 5	14.5	10 but less than 11	6.5		
5 but less than 6	12.5	11 but less than 12	6.1		

Rates end upon eligibility for retirement.

Retirement Rates:

The table below is based on a given participant's age when they first become eligible for regular or alternative normal retirement. Rates do not apply if the participant is not eligible for either early or normal retirement.

Age	NRA attained before 60	NRA attained between 60 and 64	NRA attained after 64
Under 55	3%/10% ¹	3%	0%
55-59	3%/10% ¹	3%	5%
60	20%	3%/10% ²	7%
61	25%	10%	7%
62	35%	10%	20%
63	40%	10%	10%
64	45%	10%	10%
65	50%	35%	35%
66-71	25%	25%	25%
72 & over	100%	100%	100%

The rates above are adjusted in the year the participant achieves NRA. If the NRA is under 60, the adjustment is +10%, if the NRA is 60 or 61, the adjustment is +20%, if the NRA is 62, 63, or 64, the adjustment is +30%, and if the NRA is 65 or over, there is no adjustment.

¹ 3% prior to normal retirement eligibility, but 10% plus adjustment after normal retirement eligibility

² 3% if NRA is between 62 and 64, but 10% plus adjustment if NRA is 60 or 61

Retirement Age for Inactive

Vested Participants: 65

Form of Payment Life Annuity

Unknown Data for Participants:

Same as those exhibited by Participants with similar known characteristics. If not specified, Participants are assumed to be male.

Percent Married: 100%

Age of Spouse: Females three years younger than males

Benefit Election: All participants are assumed to elect the life annuity form of payment and the valuation includes the 36 months of guaranteed benefits. On a system-wide basis, the optional forms of payment are essentially actuarially equivalent.

Net Investment Return:

On-going basis: 7.375%- On-going basis, based on long-term expected rate of return on pension plan investments

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The difference between the resulting rate and the rate on the ongoing basis is a margin for adverse deviation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of March 31, 2022 (see the discussion of the pension plan's investment policy) are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic equity	45%	6.40%
International equity	20%	6.80%
Domestic fixed income	20%	0.40%
Real estate	10%	3.90%
Global fixed income	5%	0.46%
Cash	0%	
Total	100%	

Inflation: 2.25%

Salary Increases:

<u>Years of Service</u>	<u>Annual Rate (%)</u>
0-1	8.50
2	5.50
3	5.25
4	5.00
5	4.75
6	4.50
7	4.25
8	4.00
9	3.75
10-11	3.50
12-14	3.25
15 or more	3.00

Note the above rates include inflation of 2.25%.

Social Security Wage Base Increase: 2.25%

Cost of Living Adjustment: None

Administrative Expenses:	Base fee - \$9,000 Per active and terminated vested participant - \$66 Per retiree and beneficiary - \$78 Percentage of market value of assets – 0.06%
Actuarial Value of Assets:	Sum of the actuarial value at the beginning of year and the cash flow during year plus the assumed investment return, adjusted by 10 percent of the amount that the value exceeds or is less than the market value at end of year. The actuarial value is adjusted, if necessary, to be within 20% of market value. The actuarial value was set to the market value for the initial valuations.
Actuarial Cost Method:	Projected Unit Credit Cost Method. Normal Cost and Actuarial Accrued Liability are calculated on an individual basis and are allocated by service.
Models	Segal valuation results are based on proprietary actuarial modeling software. The actuarial valuation models generate a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative and client requirements. Our Actuarial Technology and Systems unit, comprised of both actuaries and programmers, is responsible for the initial development and maintenance of these models. The models have a modular structure that allows for a high degree of accuracy, flexibility and user control. The client team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results, under the supervision of the responsible actuary.
Amortization:	The amortization of the unfunded actuarial accrued liability is level dollar over 30 years for the initial unfunded accrued liability, 15 years for actuarial gains and losses, 10 years for temporary retirement incentive programs, and 30 years for actuarial assumptions and cost methods. Generally, other plan changes are amortized over 20 years. However, if the funded percentage, measured using the actuarial value of assets and the actuarial accrued liability, is below 80%, the amortization period is shortened. Specifically, if the funded percentage is at least 70% but less than 80%, the amortization period is 15 years and if the funded percentage is less than 70%, the amortization period is 10 years. The total amortization must be within a corridor of the 10-year and the 30-year amortization of the unfunded/(surplus) actuarial accrued liability. In a year when the 10-year or 30-year corridor applies, the following year, the prior year bases are combined into one 10-year or 30-year base.
Asset Data:	Assets as of September 30, 2023 were assumed to be \$0.
Participant Data:	The primary source of participant data for the current valuation is a census of all participants which was prepared by the employer as of September 30, 2023.

Exhibit 3

City of Forest Park
New Plan Study

	Proposed Defined Benefit Plan as of January 1, 2024¹	Proposed Defined Benefit Plan as of January 1, 2024¹
Disability Minimum	None	20.00%
Active Employees	258	258
Elected Officials	6	6
Deferred Vested Participants	0	0
Participants in Payment Status	0	0
Assumed Payroll	\$15,325,862	\$15,325,862
Average Valuation Payroll	\$59,403	\$59,403
Average Age	41.6	41.6
Average Eligibility Service	6.2	6.2
Average Benefit Service	0.2	0.2
Actuarial Accrued Liability (AAL)	\$168,688	\$306,324
Actuarial Value of Assets	<u>0</u>	<u>0</u>
Unfunded AAL	\$168,688	\$306,324
Percent Funded	0.00%	0.00%
Total Mid-year Benefit Normal Cost	\$844,613	\$841,874
Mid-year Administrative Expenses	26,424	26,424
Expected Employee Contributions	<u>0</u>	<u>0</u>
Mid-year Employer Normal Cost	\$871,037	\$868,298
Mid-year 30-Year Amortization of the Unfunded AAL	<u>\$13,616</u>	<u>\$24,726</u>
Recommended Mid-Year Contribution	\$884,653	\$893,024
Adjustment to Fiscal Year	<u>\$32,041</u>	<u>\$32,345</u>
Annual Recommended Contribution beginning July 1, 2024²	\$916,694	\$925,369
Recommended Contribution as a % of Expected Payroll	5.92%	5.97%

¹All results are estimated from census data provided to Segal. Results are based on a January 1, 2024 valuation date.

²Payment assumed as of middle of the year. Fiscal year is assumed to begin July 1, 2024.

Georgia Municipal Employees Benefit System Retirement Fund

SUMMARY OF PLAN FEATURES

January 2023

A summary of the features contained in the retirement plan of each member organization of the Georgia Municipal Employees Benefit System (GMEBS) Retirement Fund that offers a view of the retirement system as a whole, as well as the detailed provisions of each individual retirement plan.



A Note About the Summary Information

The material contained in this summary briefly explains and illustrates the various plans of the GMEBS retirement program members. The summary includes the most recent plan information for each member as it would apply to new employees in the general employee population. The summary does not detail specific plan benefits that are provided for special employee classes or benefits previously provided under the plan. The full terms and conditions of each plan are set forth in the plan text. The full text will control in deciding any questions that may arise concerning the plan.

For more specific retirement plan information, please contact:

Randy Briskin

Retirement Field Services Representative
 (678) 686-6257
 rbriskin@gacities.com

Michelle Warner

Director, Retirement Field Services and
 Defined Contribution Program (678)
 686-6214 mwarner@gacities.com

Membership Plan Features – A Quick Overview

PARTICIPANT CONTRIBUTIONS

89% of the membership does not require participant contributions. 11% of the membership provides for participant contributions

BENEFIT FORMULA

The benefit formulas for the fund's membership are broken down as follows:

Formula	% of Membership
1.25%	8%
1.5%	22%
1.75%	5%
2.00%	21%
1.0%-1.75%	16%
1.25%-2.0%	10%
1.5%-2.0%	3%
Other	15%

NORMAL RETIREMENT

Employees – 57% of the membership's normal retirement requirements for employees is 65+5, 21% use a combination with specific years of service such as 65+5 OR 55+25, and 13% use a combination with an age and YOS formula such as

65+5 OR Rule of 80. 9% use some other variation.

Officials – Of those members who offer benefits for officials, 64% use age 65 as the normal retirement requirement and 36% use some other type of combination.

EARLY RETIREMENT

For 95% of the membership, the early retirement requirement is 55+10 and 6% uses some other type of requirement.

ELECTED OFFICIALS

55% of the membership provides benefits for elected officials. The average monthly dollar amount is \$30 for each year of service.

VESTING 46% of the membership offers 10-year vesting and 46% offers 5-year vesting.

DEATH BENEFIT

60% of the membership offers the Automatic Option A death benefit and 42% offers the Actuarial Reserve death benefit for active employees. 99% of the membership offer Automatic Option A death benefit for terminated vested employees.

DISABILITY

59% of the membership offers some type of disability retirement benefit. Of those members who offer a disability benefit, 87% provides a minimum disability benefit equal to 20% of the employee's final average salary, 6% uses 66 2/3%, 6% uses 10%, and 1% uses some other percentage or disability benefit.

COST-OF-LIVING

20% of the membership provides a cost-of-living adjustment, with 8% of the membership using a maximum increase percentage of 5%.

PUBLIC SAFETY

Almost 11% of the membership offers some type of alternative retirement benefit for public safety employees.

POPULATION

87% of the total membership is cities. Of those members who are cities, 58% have a population of 5,000 or less.

EMPLOYEES

70% of the membership employs 75 or fewer employees, 23% employs 76-200 and 7% employ 201 and over.

Explanation of Plan Features

POPULATION (POP)

The most current census data for member cities.

EMPLOYEES (EMP)

The number of active employees for each member organization.

GMA District (GMA DIST)

The GMA district of each member to provide a geographic point of reference to compare plans of similar locations throughout the state.

PARTICIPANT CONTRIBUTIONS (PART CONT)

Denotes plans that require participant contributions. Employers and employees share the cost.

NORMAL RETIREMENT

The age and years of credited service (YOS) needed to receive a full retirement benefit.

EARLY RETIREMENT

The age and years of credited service (YOS) needed to receive a reduced retirement benefit. The earlier an employee retires, the lower the benefit paid.

BENEFIT FORMULA

The percentage that is multiplied by an employee's final average earnings (FAE) and years and months of credited service to produce the employee's annual normal retirement benefit.

Split Formulas – Split formulas are utilized in some plans. The split or break point is determined based upon either (1) an amount designated by the fund's actuary on an annual basis (Dynamic or Index Break Point), or (2) an amount found in the Covered Compensation Break Point table based on the employee's year of birth. The amount of FAE that falls below the break point is multiplied by the lower percentage, and the FAE that is above the break point is multiplied by the higher percentage. These two calculated amounts are added together and multiplied by the employee's years and months of credited service to calculate the employee's annual normal retirement benefit.

Dynamic Break Point – The break point is published annually by the Social Security Administration. For employee's terminating with a vested benefit in 2023, the break point is \$95,172. The benefit percentages are usually 1.25%-2.0%

Index Break Point – The break point is published by the Social Security Administration. For employees terminating with a vested benefit in 2020, the break point is \$80,652. The benefit percentages are usually 1.0%-1.75%

Table Break Point – The break point is determined by using the Covered Compensation Break Point table found in the Master Plan document. For those participants born in 1941 or after, the breakpoint is \$7,800. The benefit percentages are usually 1.0%-1.75%

Smaller Employer Plans – A standardized plan is offered (at a reduced administrative fee) specifically for small cities with fewer than 16 active participants. These plans vary only in their benefit formula, vesting, and disability provision – every other feature is standard. The plans are non-contributory and may cover elected officials. They have the Automatic Option A death benefit.

ELECTED OFFICIALS (EO)

If the plan covers elected officials, the dollar benefit is shown. The dollar benefit, multiplied by the number of years of credited service in office, will equal the monthly retirement benefit payable at normal retirement age.

VESTING

10-year – An employee is entitled to a vested benefit when he has accrued 10 years of credited service.

5-year – An employee is entitled to a vested benefit when he has accrued 5 years of credited service.

IMM – Immediate vesting.

IN-SERVICE DEATH BENEFIT

Automatic Option A (Auto A) – In some plans, only participants who have met the requirements for early or normal retirement are eligible for the death benefit. Some plans provide death benefits for participants who have met the requirements for vesting.

Actuarial Reserve (AR) – Death benefit covers all participants, regardless of age or length of service and typically provides a higher benefit amount than the Automatic Option A death benefit.

DISABILITY

Denotes plans that offer a disability retirement benefit. Disability retirement benefits are paid if and when, in most plans, a participant becomes entitled to Social Security disability benefits. The minimum percentage is shown. An employee's disability benefit is always at least this percentage of his final average monthly earnings.

COST-OF-LIVING (COLA)

Denotes plans that provide an automatic increase in benefits when the cost-of-living index rises. The maximum increase allowed for any one year is shown.

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT			BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS	EARLY RETIREMENT			10-YR	5-YR	Active	TV			
Abbeville	2,656	12	9		65+5	65	55+10	1.50%	\$10		x	Auto A	Auto A			
Acworth	22,440	167	3	x	65+5 or Rule of 80	65	55+10	2.00%	\$81/\$120 Mayor	x ¹	8 YR ²	Auto A	Auto A			
Adairsville	4,878	55	1		65+5 or 55+25	65	55+10	1.65%	\$20	IMM ²	7 YR ¹	AR	Auto A		2.5%	
Adel	5,571	88	11	x	65+5 or 55+30	65+5 or 55+30	55+5	2.00%	\$22		x	Auto A	Auto A		2%	
Alamo	771	10	9		65+5		55+10	1.50%		x		Auto A	Auto A			
Alma	3,433	31	11		65+5	65	55+10	1.75%	\$30	x	IMM ²	AR	Auto A	20%		
Americus	16,230	154	8	x	65+5 or Rule of 75	65	55+10	1.25% - 2.0% (dynamic)	\$35	IMM ²	x	Auto A	Auto A	20%		
Aragon	1,440	10	1		65+5		55+10	1.0% - 1.75% (index)		x		AR	Auto A	20%	5%	
Ashburn	4,291	50	11		65+5	65	55+10	1.0% - 1.75% (index)	\$14	x	IMM ²	AR	Auto A	20%		
Attapulgus	454	2	10		65+5		55+10	1.50%			x	Auto A	Auto A	20%		
Auburn	7,495	46	5		65+5		55+10	1.60%			x	Auto A	Auto A	20%		
Augusta	202,081	2,500	7	x	65 or 62+25; 55+25 PS only	65 or 62+25	50+5	2.00%	\$0	IMM ²	x	Auto A	Auto A	20%	1.50%	x
Augusta-Richmond County Planning Commission		11	7	x	65+5		55+10	2.50%		x ³		AR	Auto A	60% ⁵		
Austell	7,713	110	3		65+5	65	55+10	2.00%	\$52		x	AR	Auto A	20%	5%	
Avondale Estates	3,562	43	3	x	65+5		55+10	1.25% - 2.0% (dynamic)			7 YR	Auto A	Auto A	20%		
Bainbridge	14,468	157	10		65+5		55+10 or 55+30	1.25%		x		Auto A	Auto A			
Ball Ground	2,650	16	3	x	65+5	65+8	55+10	1.50%	\$10	8 YR ²	x ¹	Auto A	Auto A			
Barnesville	6,292	56	4		65+5 or Rule of 75	65 or 60+15	55+10	1.0% - 1.75% (index)	\$34	x	IMM ²	AR	Auto A	20%	5%	
Berlin	511	4	10		65+5		55+10	1.50%			x	Auto A	Auto A			
Blackshear	3,506	35	11		65+5		55+10	1.25%			x	Auto A	Auto A	20%		
Blairsville	616	28	2		65+5	65	55+10	1.50%	\$20	x ³	IMM ²	Auto A	Auto A	20%		
Blakely	5,371	89	10		65+5 or 55+20	65 or 55+20	55+10	1.25% - 2.0% (dynamic)	\$60	IMM ²	x	Auto A	Auto A	66-2/3% ⁵		
Blakely-Early County Department of Recreation		2	10		65+5 or 55+20		55+10	1.25% - 2.0% (dynamic)			x	Auto A	Auto A	66-2/3% ⁵		

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT			BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS	EARLY RETIREMENT			10-YR	5-YR	Active	TV			
Blue Ridge	1,253	29	1		65+5		55+10	1.50%		x		Auto A	Auto A			
Bowdon	2,161	28	4		65+5	65	55+10	1.25% - 2.0% (dynamic)	\$5		x	AR	Auto A			
Bowman	872	6	5		65+5	65	55+10	1.25%	\$10	IMM ²	x	Auto A	Auto A			
Braselton	14,383	65	5		65+5		55+10	1.50%		x		Auto A	Auto A	20%		
Bremen	7,185	65	1		65+5		55+10	1.25% - 2.0% (dynamic)		x		AR	Auto A	20%		
Brooklet	1,704	12	12		65+5		55+10	1.50%		x		Auto A	Auto A			
Broxton	1,060	4	11		65+5	65	55+10	1.50%	\$10		x	Auto A	Auto A			
Brunswick-Glynn County Water and Sewer Comm.		151	12	x	65+3		55+10	2.00%		x		Auto A	Auto A			
Buchanan	938	16	1		65+5		55+10	1.25% - 2.0% (dynamic)		x		Auto A	Auto A			
Buena Vista	1,585	15	8		65+5		55+10	1.25% - 2.0% (dynamic)		x		AR	Auto A	20%	5%	
Buford	17,144	138	3		65+5,60+30, or Rule of 75	65,60+30, or Rule of 75	55+10	2.00%	\$76	x		Auto A	Auto A		3%	
Butler	1,881	15	8		65+5	65	55+10	1.25%	\$13	x	IMM ²	AR	Auto A			
Byron	5,702	56	6		65+5		55+10	2.50%		x ³		AR	Auto A	66-2/3% ⁵	3%	
Cairo	10,179	163	10		65+5	65	55+10	1.0% - 1.75% (table)	\$12	x	IMM ²	Auto A	Auto A			
Calhoun	16,949	275	1		65+5 or 60+25 PS only	65+7	55+10 or 55+25 PS only	1.50%	\$50	7 ²	x	Auto A	Auto A			x
Calhoun Housing Authority					65+5 or Rule of 75		55+10	2.00%			x	Auto A	Auto A	10%	3%	
Camilla	5,187	92	10		65+5	65	55+5	1.0% - 1.75% (table)	\$15	IMM ²	x	AR	Auto A			
Canon	643	3	2		65+5	65	55+10	1.50%	\$10	IMM ²	x	Auto A	Auto A			
Carnesville	713	3	2		65+5 or 30 and out		55+10	1.50%		x		Auto A	Auto A			
Carrollton	26,738	367	4	x	65+5		55+5	2.0% or 2.5%	\$75	IMM ²	x	AR	Auto A	10%		
Cave Spring	1174	16	1		65+5		55+10	1.50%		x		Auto A	Auto A			
Cedartown	10,190	103	1		65+5 or Rule of 80 30 and out PS only	65 or Rule of 80	55+10	2.00%	\$39	IMM ²	x	Auto A	Auto A	20%		x
Centerville	8,228	68	6		65+5 or Rule of 80	65 or Rule of 80	55+10	2.00%	\$40	IMM ²	x	AR	Auto A	20%	5%	

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT			BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS	EARLY RETIREMENT			10-YR	5-YR	Active	TV			
Cherokee County Water and Sewerage Authority		190	3		65+5 or Rule of 80		55+10	2.00%			x	Auto A	Auto A			
Chester	1,564	3	9		65+5	65	55+10	1.50%	\$10	IMM ²	x	Auto A	Auto A			
Chickamauga	2,917	23	1		65+10 or Rule of 75	65 or Rule of 80	55+10	1.0% - 1.75% (table)	\$24	x	8 YR ²	AR	Auto A			
Clarksville	1,911	19	2		65+5 or 55+30		55+10	1.25% - 2.0% (dynamic)			x	AR	Auto A	20%		
Clarkston	14,756	35	3		62+5	65	55+5	2.50%	\$35	IMM ²	x	AR	Auto A	20%	3%	
Claxton	2,602	32	9		65+5 or 55+25	65	55+10	1.25% - 2.0% (dynamic)	\$21	x	IMM ²	Auto A	Auto A		5%	
Clayton Housing Authority		4			65+5		55+10	1.20%			x	Auto A	Auto A	20%		
Cleveland	3,514	32	2		65+5		55+10	1.75%			x	Auto A	Auto A	20%		
Cochran	5,026	50	9		65+5 or 30 YOS, 25 YOS PS	65 or 30 YOS	55+10	1.0% - 1.75% (table)	\$20	x	IMM ²	AR	Auto A	20%		x
College Park	13,930	448	3	x	62+5 or 60+25	62+5 or 60+25	52+10	2.75%	\$100/\$115		x	AR ⁶	Auto A	\$200		
Colquitt	2,001	40	10		65+5, Rule of 75	65, Rule of 75	55+10	2.00%	\$26	x	IMM ²	Auto A	Auto A	20%		
Comer	1,512	6	5		65+5		55+10	1.50%			x	Auto A	Auto A			
Commerce	7,387	81	5		65+5 or 62+30	65	55+10	1.75%	\$50	x	IMM ²	AR	Auto A	20%	5%	
Conyers	17,305	180	3		65+5 or Rule of 85, 55+10 PS		55+10	1.75%-2.0%		x		AR	Auto A	10%		x
Conyers Housing Authority		8	3		65+5 or Rule of 75		55+10	2.00%			x	AR	Auto A	10%	3%	
Cordele	10,220	148	8		65+5 or 55+30	65	55+10	1.25% - 2.0% (dynamic)	\$13	x	IMM ²	AR	Auto A	20%		
Cornelia	4,503	80	2		65+5		55+10	1.75%		x		Auto A	Auto A	20%		
Cumming	7,318	147	2		65+5 or 55+25	65 or 55+25	55+10	1.5% - 2.0% (dynamic)	\$68	IMM ²	x	AR	Auto A	20%	3%	
Cuthbert	3,143	31	8		65+5		55+10	1.50%		x		Auto A	Auto A			
Dacula	6,882	18	3		62+5		55+10	2.00%			7 YR	Auto A	Auto A	20%		
Dahlonega	7,537	52	2		65+5	65+5	55+10	2.00%	\$25		x	AR	Auto A	20%	2%	
Dallas	14,042	85	1		65+5 or Rule of 80	65 or Rule of 80	55+10	1.0% - 1.75% (table)	\$90	IMM ²	x	AR	Auto A	20%		
Danielsville	654	8	5		65+5		55+10	1.50%			x	Auto A	Auto A			

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT			BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS	EARLY RETIREMENT			10-YR	5-YR	Active	TV			
Darien	1,460	31	12		65+5 or 55+25	65 or 55+25	55+10	1.0% - 1.75% (table)	\$15	IMM ²	x	AR	Auto A	20%		
Davisboro	1,832	5	7		65+5	65	55+10	1.50%	\$23	IMM ²	x	Auto A	Auto A	20% ¹		
Dawson	4,414	52	10		65+5 or 55+25	65 or 55+25	55+10	1.0% - 1.75% (index)	\$14	x	IMM ²	AR	Auto A	20%		
Dawsonville	3,720	20	2		65+5	65	55+10	1.50%	\$25	IMM ²	x	Auto A	Auto A			
Demorest	2,022	36	2		65+5		55+10	1.50%		x		Auto A	Auto A			
Doerun	738	13	10		65+5		55+10	1.50%		x		AR	Auto A	20%	3%	
Donalsonville	2,833	40	10	x	65+5 or 55+25	65	55+10	1.5% - 1.75%(table)	\$7	IMM ²	x	Auto A	Auto A	20%		
Douglas	11,722	153	11	x	65+5 or Rule of 90	62+8 or Rule of 90	55+10	2.00%	\$35	x	8YR ²	AR	Auto A	20%	5%	
Douglasville	34,650	250	3		65+5, 50+25 PS	65	55+10	1.75%	\$67	IMM ²	x	Auto A	Auto A	20%		x
Douglasville-Douglas County WSA		182	3		65+5		55+10	2.00%		x		AR	Auto A		5%	
Dublin	16,074	235	9		62+5 or Rule of 85	62 or Rule of 85	55+10	1.0% - 1.75% (table)	\$90	x ⁴	IMM ²	Auto A	Auto A	10%		
Dublin-Laurens County Recreation Authority		11	9		65+5		55+10	1.0% - 1.75% (table)		x ⁴		Auto A	Auto A	10%		
Duluth	31,873	150	3		65+5,62+20 or 60+25		55+10	1.50%			x	Auto A	Auto A			
East Ellijay	650	11	1		65+5	65	55+10	1.75%	\$20	x	IMM ²	Auto A	Auto A			
Eastman	5,658	47	9		65+5 or Rule of 90	65 or Rule of 90	55+10	1.50%	\$9	x	IMM ²	AR	Auto A	20%		
Eatonton	6,307	51	6		65+5	65	55+10	1.25% - 1.75% (table)	\$17	x	IMM ²	Auto A	Auto A			
Elberton	4,640	121	5		65+5 or 60+30	65	55+10	2.00%	\$55	x	IMM ²	AR	Auto A		5%	
Ellaville	1,595	21	8		65+5 or 55+25	65 or 55+25	55+10	1.25% - 2.0% (dynamic)	\$15	IMM ²	x	AR	Auto A			
Ellijay	1,862	25	1		65+5	65	55+10	1.0% - 1.75% (index)	\$5	IMM ²	x	AR	Auto A			
Emerson	1,415	24	1		65+5	65	55+10	1.50%	\$18	IMM ²	x	Auto A	Auto A			
Enigma	1,058	7	11		65+5		55+10	1.25%		x		Auto A	Auto A			
Fairburn	16,483	167	3		65+5 or 55+25	65	55+10	2.00%	\$48	IMM ²	7 YR	AR	Auto A	20%	5%	
Fayetteville	18,957	155	3	x	62+5 or 55+25	62 or 55+25	55+10	2.50%	\$45	IMM ²	x	AR	Auto A	20%		

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT			BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS	EARLY RETIREMENT			10-YR	5-YR	Active	TV			
Fitzgerald	9,006	106	11		65+5 or 55+20	65	55+10	2.00%	\$20	IMM ²	x	Auto A	Auto A	20%		
Fitzgerald Light and Bond Commission		79	11		65+5 or 55+20	65	55+10	2.00%	\$20	IMM ²	x	Auto A	Auto A	20%		
Flint Area Consolidated Housing Authority		10	8		65+5		55+10	2.00%		x		Auto A	Auto A		3%	
Flowery Branch	9,391	41	2		65+5		55+10	2.00%			x	Auto A	Auto A			
Forsyth	4,384	66	6		65+5 or Rule of 75	65	55+10	1.50%	\$20	IMM ²	x	Auto A	Auto A	20%		
Fort Oglethorpe	10,423	85	1		65+5 or Rule of 70		55+10	1.0% - 1.75% (table)			x	Auto A	Auto A	20%		
Fort Valley	8,780	81	6		65+5		55+10	1.0% - 1.75% (table)		x		AR	Auto A	66-2/3% ⁵		
Fort Valley Utilities Commission		44	6		65+5 or 35 YOS		55+10	1.0% - 1.75% (table)		x ³		AR	Auto A	20%		
Franklin	950	12	4		65+5	65	55+10	1.75%	\$13	x	IMM ²	Auto A	Auto A			
Gainesville	42,296	718	2		65+5	65+5	55+10	1.25% - 2.0% (dynamic)	\$11	x	x ²	Auto A	Auto A			
Garden City	10,289	116	12	x	65+5, 55+20	65	55+10	2.00%	\$35	IMM ²	x	Auto A	Auto A	20%	2.50%	
Georgia Emergency Management Agency		11	3		62+5		55+10	1.25% - 2.0% (dynamic)			x	AR	Auto A	20%	2%	
Georgia Mountains RC		32	3		65+5 or 62+25		55+10	1.25% - 2.25% (table)			x	AR	Accrued AE		5%	
Georgia Municipal Association		89	3		62+5		52+10	1.25% - 2.0% (dynamic)			x	Auto A	Auto A	20%	3%	
Gibson	630	2	7		65+5		55+10	1.25%		x		Auto A	Auto A			
Glennville	3,834	28	9		65+5	65	55+10	1.75%	\$12	x	IMM ²	AR	Auto A	20%		
Gordon	1,783	20	6		65+5	65	55+10	1.25% - 2.0% (table)	\$7	IMM ²	x	AR	Auto A			
Grantville	3,276	37	4		65+5 or Rule of 85		55+10	1.00%			x	Auto A	Auto A	20%	2%	
Gray	3,436	31	6		65+5	65	55+10	2.00%	\$36		x	Auto A	Auto A			
Greensboro	3,648	47	5		65+5 or 55+30	65 or 55+30	55+10	1.0% - 1.75% (table)	\$16	x ³	IMM ²	Auto A	Auto A	20%		
Greenville	794	15	4		65+5	65	55+10	1.25%	\$20	x	IMM ²	Auto A	Auto A			
Griffin	23,478	460	4	x	65+5 or 55+25, Rule of 75 PS	65+5 or 55+25	55+10	2.00%	\$25	x	8YR ²	Auto A	Auto A	Yes	3%	x
Grovetown	15,577	100	7		65+5	65	55+10	1.25% - 2.0% (dynamic)	\$12	x	IMM ²	AR	Auto A	20%		

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT			BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS	EARLY RETIREMENT			10-YR	5-YR	Active	TV			
Guyton	2,289	11	12		65+5		55+10	1.50%		x		Auto A	Auto A			
Hagan	959	7	9		65+5		55+10	1.50%		x		Auto A	Auto A			
Hahira	3,384	33	11		65+5		55+10	1.25%		x		Auto A	Auto A			
Hampton	8,368	75	3		65+5, Rule of 80 PS	65	55+10	2.00%	\$25	IMM ²	x	AR	Auto A	20%		x
Hapeville	6,553	119	3		65+5, 35 YOS PS		55+10	1.32%, 2.0% PS			x	Auto A	Auto A	66-2/3% ⁵	1%	x
Hartwell	4,470	87	2		65+5 or 55+30	65	55+10	1.0% - 1.75% (index)	\$25	x	IMM ²	Auto A	Auto A			
Hawkinsville	3,980	31	6		65+5, 62+5 PS	65	55+10	1.25% - 2.0% (dynamic)	\$49	x	IMM ²	AR	Auto A	20%		x
Hazlehurst	4,088	53	9		65+5 or 55+30	65 or 55+30	55+10	1.25% - 2.0% (dynamic)	\$12	x	IMM ²	AR	Auto A	20%		
Heard County Water Authority		15	4		65+5		55+10	1.50%			x	Auto A	Auto A	20%		
Heart of GA Altamaha RC		28	9		65+3 or 55+30		55+10	2.00%			3 YR	AR	Auto A	20%		
Henry County Water and Sewer Authority		180	3	x	62 + 5		55+5	2.50%			x	Yes	Yes	Yes	2.75%	
Hephzibah	3,830	15	7		65+5		55+10	1.25%			x	Auto A	Auto A	66-2/3% ⁵		
Hinesville	34,891	197	12		65+5 or 55+25	65 or 55+25	55+10 or 50+25	1.5% - 2.25% (dynamic)	\$80	x	IMM ²	Auto A	Auto A			
Hiram	4,929	33	1		65+5		55+10	1.50%			x	Auto A	Auto A			
Hogansville	3,267	47	4		65+5	65	55+10	1.0% - 1.75% (table)	\$15	x	IMM ²	AR	Auto A	20%		
Holly Springs	16,213	57	3		65+5	65	55+10	2.00%	\$50	IMM ²	x	Auto A	Auto A			
Jackson	5,557	50	4		65+5 or 55+30	65 or 55+30	55+10	1.5% - 2.0% (dynamic)	\$38	x	IMM ²	AR	Auto A	66-2/3% ⁵	5%	
Jackson County Water and Sewerage Authority		22	5		65+5		55+10	1.50%			x	Auto A	Auto A			
Jasper	4,084	72	1		65+5 or Rule of 80		55+10	1.50%		x ³		Auto A	Auto A			
Jasper County Joint 911 Authority		8	5		65+5		55+10	1.50%			x	Auto A	Auto A	20%		
Jefferson	13,233	80	5		65+5 or 30 YOS	65 or 30 YOS	55+10	2.00%	\$35	IMM ²	x	AR	Auto A	20%		
Jeffersonville	977	9	6		65+5		55+10	1.25%			x	Auto A	Auto A	20%		
Jesup	9,809	86	9		65+5 or 55+35	65	55+10	1.00%	\$30	IMM ²	x	AR	Auto A	20%		

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT			BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS	EARLY RETIREMENT			10-YR	5-YR	Active	TV			
Jonesboro	4,235	42	3		65+5 or 55+30	65 or 55+30	55+10	1.75%	\$22	x	IMM ²	AR	Auto A	20%		
Jonesboro Housing Authority		19	3		65+5 or 55+30		55+10	1.75%		x		AR	Auto A	20%		
Kennesaw	33,036	189	3	x	65+5 or Rule of 80		55+10	2.00%		x		AR	Auto A	20%		
Kingsland	18,337	162	12		65+5 or 62+20, 20 YOS PS	65	55+10	1.60%	\$25	x	IMM ²	AR	Auto A	20%		x
LaFayette	6,888	101	1		65+5	65	55+10	1.0% - 1.75% (table)	\$30	IMM ²	3 YR ¹	AR	Auto A	20%		
LaGrange	30,858	417	4		65+5 or 55+30	65	55+10	1.5% - 2.0% (dynamic)	\$40	x	IMM ²	Auto A	Auto A	10%		
LaGrange Housing Authority		19	4		65+5		55+10	1.5% - 2.0% (dynamic)		x		Auto A	Auto A	10%		
Lake City	2,952	25	3	x	65+5	65	55+10	2.00%	\$20	IMM ²	x	Auto A	Auto A			
Lakeland	2,875	19	11	x	65+5	65	55+10	1.50%	\$50	IMM ²	x	Auto A	Auto A	Yes		
Lake Park	932	8	11		65+5		55+10	2.50%			x	Auto A	Auto A	20%		
Lavonia	2,143	47	2		62+5, 55+20 PS	62	55+10	2.00%	\$100	IMM ²	x	AR	Auto A	20%		x
Lavonia Housing Authority		5	2		65+5		55+10	2.00%			x	AR	Auto A	20%		
Leesburg	3,480	20	10		65+5		55+10	1.50%			x	Auto A	Auto A			
Lenox	752	10	11		65+5	65	55+10	2.50%	\$26		7 YOS	Auto A	Auto A			
Liberty Consolidated Planning Commission		10	12		65+5 or 55+25		55+10 or 50+25	1.5% - 2.25% (dynamic)		x		Auto A	Auto A			
Lincolnton	1,480	11	7		65+5		55+10	1.50%		x		Auto A	Auto A			
Lithonia	2,662	14	3		65+5		55+10	1.0% - 1.75% (table)			7 YR	Auto A	Auto A			
Locust Grove	8,947	52	3		65+5, Rule of 80 PS	65	55+10	2.00%	\$24	IMM ²	x	Auto A	Auto A			x
Loganville	14,127	135	5		65+5 or Rule of 80	65 or Rule of 80	55+10	3.00%	\$47	x	IMM ²	Auto A	Auto A	20%		
Lookout Mountain	1,641	16	1		65+5		55+10	1.0% - 1.75% (table)		x		Auto A	Auto A	10%		
Louisville	2,381	26	7		65+5		55+10	1.0% - 1.75% (table)		x		AR	Auto A	20%		
Lyons	4,239	47	9		65+5	62	55+10	1.0% - 1.75% (table)	\$36	x	IMM ²	AR	Auto A	20%		
Madison	4,447	74	5		65+5 or 30 YOS	65 or 30 YOS	55+10	2.00%	\$30	x	IMM ²	AR	Auto A	20%	5%	

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT			BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS	EARLY RETIREMENT			10-YR	5-YR	Active	TV			
Manchester	3,584	54	4		65+5	65	55+10	2.00%	\$30	x ³	IMM ²	AR	Auto A	20%		
Marshallville	1,048	8	8		65+5		55+10	1.00%		x		Auto A	Auto A			
McDonough	29,051	180	3		65+5 or Rule of 80		55+10	1.5%/2.25% after ten years			x	Auto A	Auto A	20%		
McRae -Helena	8,277	37	9		65+5	65	55+10	1.50%	\$12	IMM ²	x	Auto A	Auto A			
Menlo	480	3	1		65+5		55+10	1.50%		x		Auto A	Auto A			
Middle Georgia RDC		42	6		62+5		55+10	1.375% - 2.5% (table)		x		AR	Auto A	20%		
Midville	385	5	7		65+5		55+10	1.50%		x		Auto A	Auto A			
Midway	2,141	13	12		65+5	65	55+10	1.50%	\$10		x	Auto A	Auto A			
Millen	2,966	46	7		65+5	65	55+10	1.25% - 2.0% (dynamic)	\$16	x	IMM ²	AR	Auto A	20%		
Monroe	14,928	234	5		65+5, 55+25, or 50+20 PS		55+10	2.00%	\$30	IMM ²	x	Auto A	Auto A	20%		x
Monticello	2,541	26	5		65+5	65	55+10	1.0% - 1.75% (table)	\$25	IMM ²	x	AR	Auto A	20%		
Morrow	6,569	102	3		65+5	65	55+10	3.00%	\$37	x	6 YR ²	AR	Auto A	66-2/3% ⁵		
Mount Airy	1,391	8	2		65+5	65	55+10	1.0% - 1.75% (index)	\$30	IMM ²	x	AR	Auto A	20%	5%	
Mount Vernon	1,990	13	9		65+5		55+10	2.00%		x		Auto A	Auto A			
Mount Vernon Housing Authority		2	9		65+5		55+10	2.00%		x		Auto A	Auto A			
Mount Zion	1,766	14	4		65+5		55+10	1.50%			x	Auto A	Auto A			
Nahunta	1,013	8	11		65+5		55+10	1.50%			x	Auto A	Auto A			
Nashville	4,947	38	11		65+5	65	55+10	1.0% - 1.75% (table)	\$16		x	Auto A	Auto A	20%		
Newnan	42,549	267	4		65+10 or Rule of 88, Rule of 85 PS		55+10	2.00%	\$95	x		Auto A	Auto A	66-2/3% ⁵		x
Nicholls	3,147	11	11		65+5		55+10	1.50%			x	Auto A	Auto A			
Nicholson	1,808	5	5		65+5	65	55+10	1.50%	\$10	IMM ²	x	Auto A	Auto A			
Norcross	17,209	109	3	x	65+5 or 62+10, 55+20 PS		55+10	1.60%			x	Auto A	Auto A		3%	x
Northeast GA Housing Authority		22	2		65+5		55+10	1.0% - 1.75% (table)		x		AR	Auto A	20%	4%	

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT		EARLY RETIREMENT	BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS				10-YR	5-YR	Active	TV			
Northeast GA RC		42	5		65+5		55+10	2.00%		x		Auto A	Auto A			
Northwest GA RC		54	1		65+5		55+10	1.0% - 1.75% (table)			x	AR	Auto A	65% ⁵		
Oakwood	4,822	32	2		65+5 or Rule of 75	62+8	55+10	3.60%	\$24	8 YOS ²	x	Auto A	Auto A	20%		
Ocilla	3,498	31	11		65+5		55+10	2.00%		x		Auto A	Auto A			
Oglethorpe	995	8	8		65+5	65	55+10	1.0% - 1.75% (table)	\$22	x	IMM ²	AR	Auto A	20%		
Palmetto	5,051	59	3		65+5	65	55+10	1.25%	\$40	x	IMM ²	Auto A	Auto A	20%	3%	
Patterson	749	8	11		65+5		55+10	1.25%			x	Auto A	Auto A			
Pelham	3,507	42	10		65+5	65	55+10	1.0% - 1.75% (table)	\$10	x	IMM ²	AR	Auto A	20%	4%	
Pembroke	2,513	35	12		65+5	65	55+10	2.00%	\$17	IMM ²	x	AR	Auto A	20%		
Pendergrass	1,740	11	5		65+5 or 30 YOS		55+10	2.00%			x	Auto A	Auto A	20%		
Pine Mountain	1,216	16	8		65+5		55+10	2.00%		x		Auto A	Auto A			
Pooler	25,711	190	12	x	62+5 or 55+30, Rule of 75 PS	62 or 55+30	55+10	3.00%	\$35	IMM ²	x	Auto A	Auto A		1.5%	x
Port Wentworth	10,878	86	12		65+5 or 55+25	65 or 55+25	55+10	1.0% - 1.75% (table)	\$100	IMM ²	x	AR	Auto A	20%	5%	
Portal	638	5	12		65+5		55+10	1.50%		x		Auto A	Auto A			
Powder Springs	16,887	62	3		65+5	65+8 or 2 terms	55+10	1.75%	\$55	OS or 2 term	7YOS ¹	Auto A	Auto A			
Quitman	4,064	58	11		65+5		55+10	1.25%			x	AR	Auto A	20%		
Reidsville	2,515	22	9		65+5	65	55+10	1.25%	\$11	x	IMM ²	AR	Auto A	20%		
Remerton	1,334	14	11		65+5		55+10	3.00%			x	Auto A	Auto A			
Reynolds	926	14	8		65+5	65	55+10	1.0% - 1.75% (table)	\$8	x	IMM ²	AR	Auto A	20%		
Riceboro	615	5	12		65+5 or Rule of 80	65	55+10	1.50%	\$10		x	Auto A	Auto A			
Richmond Hill	16,633	85	12	x	65+5 or 55+20	65 or 55+20	55+5	1.48% - 2.36% (dynamic) Reg EE or 2.40% Police	\$25	IMM ²	x	AR	Auto A	66-2/3% ⁵	5%	x
Rincon	108,934	60	12		60+5	60+5	50+10	1.5% - 2.0% (dynamic)	\$50		x	Auto A	Auto A	20%		
Roberta	813	12	6		65+5		55+10	1.25%			x	Auto A	Auto A	20%		

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT			BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS	EARLY RETIREMENT			10-YR	5-YR	Active	TV			
Rochelle	1,167	11	9		65+5	65	55+10	2.00%	\$15	IMM ²	x	Auto A	Auto A	20%		
Rockmart	4,732	79	1	x	65+5 or Rule of 80		55+10	2.00%		x		AR	Auto A			
Rome	37,713	574	1		67+5 or 64+25, 62 PS	67+5	57+10, 52+10	1.35% - 2.0% (\$35K breakpoint)	\$27	x		AR	Auto A	20%		x
Rossville	3,980	22	1		65+5		55+10	1.0% - 1.75% (table)		x		AR	Auto A	20%		
Royston	2,649	43	2		62+5 or 55+20 PS	65	55+10	1.75%	\$50	IMM ²	x	Auto A	Auto A	20%		
Sandersville	5,813	86	7	x	65+5	62	55+10	1.50%	\$32	IMM ²	x	AR	Auto A	20%		
Senoia	5,016	42	4		65+5 or Rule of 80 PS		55+10	2.50%			x	Auto A	Auto A	20%		
Sky Valley	482	17	2		65+5		55+10	1.25%			x	Auto A	Auto A			
Smithville	593	2	10		65+5 or 55+25	65	55+10	1.50%	\$10	IMM ²	x	Auto A	Auto A			
Smyrna	55,663	383	3	x	65+5, 65+10, Rule of 80 or 35yrs	65 or Rule of 80	55+7 or 55+10	1.00%	2% or 1%	x	7 YR ²	Auto A	Auto A	20%		
Social Circle	4,974	64	5		65+5	65	55+10	1.75% / 2.0%	\$75	x	IMM ²	AR	Auto A	20%	2%	
Soperton	2,889	24	9		65+5	65	55+10	1.25% - 2.0% (dynamic)	\$7	x	IMM ²	AR	Auto A	20%		
Southern Georgia RC		65	11		65+5 or Rule of 85		55+10	1.25% - 2.0% (dynamic)		x		Auto A	Auto A			
Springfield	2,703	22	12		65+5 or Rule of 85		55+10	1.25%			x	Auto A	Auto A	20%		
Statesboro	33,438	297	12	x	65+5 or 30 YOS, 55+25 PS	65 or 30 YOS	55+10	2.00%	\$35	IMM ²	x	AR	Auto A	20%	5%	x
Stockbridge	28,973	80	3		65+5	65	55+10	3.00%	\$50	IMM ²	x	AR	Auto A	60% ⁵		
Stone Mountain	6,703	29	3		65+5 or 55+25		55+10	1.50%			x	AR	Auto A	20%	5%	
Sugar Hill	25,076	72	3		65+5 or 62+10	65	55+10	2.00%	\$35	IMM ²	x	Auto A	Auto A	20%	2%	
Summerville	4,435	77	1		62+5 or 50+30	62	50+10	1.75%	\$25	x	IMM ²	AR	Auto A	20%	3%	
Suwanee	20,786	105	3	x	65+5	65+5	55+10	1.50%	\$33		x	50%	50%			
Swainsboro	7,425	70	9		65+5	65	55+10	1.25% - 2.0% (dynamic)	\$11	x	IMM ²	AR	Auto A	20%	5%	
Sylvester	5,644	124	10		65+5 or 50+30	65 or 50+30	55+10	1.5% - 2.25% (dynamic)	\$40	x	IMM ²	AR	Auto A	20%		
Tallapoosa	3,227	33	1		65+5		55+10	1.25% - 2.0% (dynamic)		x		AR	Auto A	20%	2.5%	

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT			EARLY RETIREMENT	BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS					10-YR	5-YR	Active	TV			
Temple	5,089	32	4		65+5		55+10	1.25%			x	Auto A	Auto A				
Tennille	1,469	7	7		65+5	65	55+10	1.50%	\$12	x	x ²	Auto A	Auto A	20%			
Thomaston	9,816	85	4		65+5 or 55+30, 55+20 PS	65	50+5	1.25% - 2.0% (dynamic)	\$25		7 YOS	AR	Auto A	20%		x	
Thomson	6,814	71	7		65+5	65+5	55+10	1.0% - 1.75% (table)	\$26	x ³		AR	Auto A	10%			
Thunderbolt	2,556	22	12		65+5	65	55+10	1.50%	\$15	IMM ²	x ⁹	AA ² AR ¹	Auto A	20% ¹			
Tifton	17,045	122	11	x	65+5 or 62+25 or 55+30, Rule of 75 PS	65 or 55+25	55+10	1.50%	\$25	x	IMM ²	Auto A	Auto A	20%		x	
Toccoa	9,133	165	2		65+5	65	55+10	1.0% - 1.75% (table)	\$11	IMM ²	x	AR	Auto A	20%	4%		
Towns County WSA		6	2		65+5		55+10	1.50%		x		Auto A	Auto A				
Trion	1,960	6	1		65+5 or 55+25	65 or 55+25	55+10	1.0% - 1.75% (table)	\$50	x	IMM ²	Auto A	Auto A	20%	4%		
Tri-County Natural Gas Authority		7	5		65+5 or 55+30		55+10	1.0% - 1.75% (table)		x ³		Auto A	Auto A	20%			
Tybee Island	3,114	115	12		65+5, 55+ 20 PS	65	55+10	1.5% - 2.0% (dynamic)	\$20	x ³	4 YR ²	AR	Auto A	20%	3%	x	
Tyrone	7,658	35	3		65+5 or Rule of 70		55+10	1.25% - 2.0% (dynamic)			x	AR	Auto A	20%	3%		
Unadilla HA		5	8		65+5		55+10	1.30%			x	Auto A	Auto A				
Unified Gov't of Georgetown-Quitman	2,235	45	8		65+5		55+10	1.50%		x		Auto A	Auto A				
Union City	26,830	224	3		65+5	65	55+10	2.00%	\$100	IMM ²	x	Auto A	Auto A	20%			
Union Point	1,597	11	5		65+5		55+10	1.0% - 1.75% (index)		x		Auto A	Auto A	20%			
Valdosta	55,378	616	11	x	65+5 or Rule of 80	62+5	55+10 ¹	2.00%	\$50	x	x ²	Auto A	Auto A	10% ¹			
Valdosta Lowndes County Parks & Recreation		28	11	x	65+5 or Rule of 75		55+10	2.00%		10YR		Auto A	Auto A	10%			
Vidalia	10,785	74	9		65+5, 62+20 PS	65 or 62+4	55+10	1.0% - 1.75% (table)	\$45	x	IMM ²	AR	Auto A	20%		x	
Vidalia Housing Authority		4	9		65+5		55+10	1.0% - 1.75% (table)		x		AR	Auto A	20%			
Vienna	2,928	28	8		65+5 or Rule of 85	65	55+10	1.0% - 1.75% (table), 1.6% PS	\$10	x	IMM ²	Auto A	Auto A	10%	4%	x	
Vienna Housing Authority		4	8		65+5		55+10	1.50%			x	Auto A	Auto A	20%			
Villa Rica	16,970	156	4		65+5	65	55+10	1.5% - 2.0% (dynamic)	\$14	x	IMM ²	AR	Auto A	20%			

MEMBER	POP	EMP	GMA DIST	PART CONT	NORMAL RETIREMENT		EARLY RETIREMENT	BENEFIT FORMULA	EO	VESTING		DEATH BENEFIT		DISABILITY	COLA	PS
					EMPLOYEES	OFFICIALS				10-YR	5-YR	Active	TV			
Wadley	1,643	21	7		65+5	65	55+10	2.00%	\$20	x	IMM ²	Auto A	Auto A	20%		
Waleska	921	4	3		65+5		55+10	1.25%			x	Auto A	Auto A			
Walthourville	3,680	30	12		65+5	65	55+10	1.25%	\$10	IMM ²	x	Auto A	Auto A			
Warm Springs	465	3	4		65+5	65	55+10	1.75%	\$7	x	IMM ²	AR	Auto A	20%		
Warner Robins	80,305	528	6		60+5 or 30 YOS, 55+25 PS	60 or 30 YOS	55+10	2.00%	\$50	x	IMM ²	AR	Auto A	20%	5%	x
Warrenton	1,744	25	7		65+5	65	55+10	1.0% - 1.75% (index)	\$11	x	IMM ²	Auto A	Auto A	20%		
Waycross	13,942	200	11		65+5, 60+30 or Rule of 90, Rule of 85 PS	65	55+10	1.75%	\$11	x	IMM ²	Auto A	Auto A	20%		x
Waynesboro	5,799	70	7		65+5, Rule of 70 PS		55+10	1.25% - 2.0% (dynamic)		x		AR	Auto A	20%		x
West Point	3,719	86	4	x	65+1,60+10,50+30		50+20	2.01%		x		Auto A	Auto A			
Whigham	428	8	10		65+5		55+10	1.50%		x		Auto A	Auto A			
White	661	6	1		65+5, 62+30	65	55+10	1.50%	\$12	IMM ²	x	Auto A	Auto A			
Whitesburg	596	10	4		65+5		55+10	2.00%			x	Auto A	Auto A			
Willacoochee	1,240	10	11		65+5	65	55+10	1.50%	\$15	IMM ²	x	Auto A	Auto A	20%		
Woodbine	1,062	11	12		65+5		55+10	1.25%			x	AR	Auto A	20%	5%	
Woodstock	35,065	204	3		65+5, Rule of 80 PS		55+10	2.00%			x	Auto A	Auto A			x
Wrens	2,217	25	7		65+5	65	55+10	1.0% - 1.75% (table)	\$17		x	Auto A	Auto A			
Wrightsville	3,449	24	9		65+5		55+10	1.50%		x		Auto A	Auto A			

FOOTNOTES

- 1 — Employees Only
- 2 — Officials Only
- 3 — 50% vested after 5 years, 60% after 6 years, increasing to 100% after
- 4 — 25% vested after 7 years, 50% after 8 years, 75% after 9 years, 100%
- 5 — Minus certain benefits from other sources as described in AA
- 6 — 75% of accrued normal retirement

File Attachments for Item:

3. Council Discussion and Approval of the Comprehensive Classification Analysis & Compensation Study – Executive Offices

Background/History:

As part of the strategic objectives discussed in the FY' 23 Budget Cycle, the Executive Offices have properly bid out and are ready to award a contract for the Comprehensive Classification Analysis & Compensation Study. As we continue to strive to provide exemplary service to the community by being a model for 21st-century government, we recognize the importance of our workforce of dedicated and talented professional staff.

We are seeking approval to move forward with awarding the contract to Gallagher. After a review of the committee and recommendation of our procurement officer, we feel this is the best choice for the City. Gallagher has worked with several communities our size and larger and provided the most responsive document for the RFP. In addition, they have established a timeline that provides for the compensation study to be completed before the budget cycle is done. Staff is asking for approval of an amount not to exceed \$85,000.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Lobbyist Services FAA Agreement – Executive Offices

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: February 1, 2024

Work Session Date: February 5, 2024

Council Meeting Date: February 5, 2024

Background/History:

As part of the strategic objectives discussed in the FY' 23 Budget Cycle, the Executive Offices have properly bid out and are ready to award a contract for the Comprehensive Classification Analysis & Compensation Study. As we continue to strive to provide exemplary service to the community by being a model for 21st-century government, we recognize the importance of our workforce of dedicated and talented professional staff.

To achieve and maintain our high standards of service and performance, the City must continue to attract and retain well-qualified staff who exemplify the organization's values. A public service environment that is attractive to such individuals depends upon many factors, including pride, teamwork, a competitive compensation program, and non-monetary benefits such as recognition in the workplace for accomplishments, professional development and opportunities for promotion and a positive work environment. The City is committed to being an "employer of choice" as part of an overall strategy of attracting and retaining talent that will uphold the City's organizational values. The compensation program is committed to retaining and attracting high-skilled, high-performing staff capable of delivering the highest standards of public service to our community. The City expects all staff to consistently perform to those high standards in their work performance, customer service, ethics and passion for public service. The City strives to administer pay and benefits in a way that is fair and transparent to all, that provides equal pay for equal work, and that does not take into consideration race, ethnicity, religion, sex, gender, sexual orientation, gender identity or expression, or other factors unrelated to work performance.

We are seeking approval to move forward with awarding the Gallagher. After a review of the committee and recommendation of our procurement officer, we feel this is the best choice for the City. Gallagher has worked with several communities our size and larger and provided the most responsive document for the RFP. In addition, they have established a timeline that provides for the compensation study to be completed before the budget cycle is done. Staff is asking for approval of an amount not to exceed \$85,000.

Cost: \$ 85,000

Budgeted for: _____ Yes _____ No

Financial Impact:

Action Requested from Council:

City of Forest Park

Request for Proposals
RFP No. 11092023
Comprehensive Classification Analysis & Compensation Study

January 4, 2024

Mr. Ronnie Charles, SPHR, GPHR, IPMA-SCP
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Gallagher Benefit Services, Inc. | ajg.com



Gallagher

Insurance | Risk Management | Consul

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1. Letter of Interest

January 4, 2024

PERSONAL & CONFIDENTIAL

City of Forest Park
745 Forest Parkway
Forest Park, GA 30297

We appreciate the opportunity to present this proposal regarding the services Gallagher's Human Resources & Compensation Consulting practice (Gallagher) can offer the City of Forest Park (the City). Gallagher is highly capable and qualified to work with the City based on our extensive experience with Public Sector organizations throughout the country. We would consider it a privilege to serve the City in this capacity.

It is our understanding that the City is seeking proposals for professional services for a Comprehensive Classification Analysis & Compensation Study. We understand it is the City's strategic objective to attract and retain a highly talented and motivated workforce. Furthermore, we understand that over the years, the City has undergone growth resulting in an increase in recruitment, reorganization of some departments and periodic requests for review of positions. Consequently, a thorough study and analysis of the City's Classification and Compensation levels are warranted.

Gallagher evaluates and considers each Request for Proposal before determining if we have the capacity to conduct the requested services. We can confirm that we not only have the capacity, but the skills and expertise to successfully deliver the requested services to the City. We have completed over 500 classification and compensation studies for municipalities in the last ten (10) years. The experience we have gained in conducting these studies will inform our analyses and recommendations to the City.

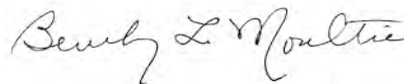
We believe we will provide the City with the most diversely experienced project team of any consulting practice in the country, which enhances the solutions and recommendations we will provide on this engagement. The questions and perspectives provided by our team ensure we anticipate any issues the City may face throughout this project, as well as the ongoing management of the new classification and compensation system.

We appreciate having the opportunity to submit this proposal and look forward to assisting the City in this engagement.

Sincerely,



Ronnie Charles, SPHR, GPHR, IPMA-SCP
National Managing Director & Practice Leader
651.234.0848
Ronnie_Charles@ajg.com
5516 Falmouth Street
Richmond, VA 23230



Beverly Moultrie, SPHR, IPMA-SCP
Principal Consultant
651.234.0855
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8 Cadillac Drive, Creekside Crossing
Brentwood, TN 37027

2. Management Plan

Key Project Contacts: Gallagher Benefit Services, Inc. is a wholly owned subsidiary of Arthur J. Gallagher & Company, a publically traded company under the symbol AJG. Gallagher Benefit Services, Inc. was incorporated in 1999 in Delaware. Gallagher Benefit Services, Inc. is headquartered in Rolling Meadows, IL and has offices throughout the United States and abroad. Services will be provided by team members located in our Virginia and Tennessee offices. Other members of Gallagher may be utilized as the project requires. The primary project contacts are as follows:



Mr. Ronnie Charles, SPHR, GPHR, IPMA-SCP – *Project Advisor*
National Managing Director & Practice Leader
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Ms. Beverly Moultrie, SPHR, IPMA-SCP – *Project Director*
Principal Consultant
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Value Proposition: The ability to deliver comprehensively structured human capital solutions to clients is Gallagher's signature in the marketplace. At Gallagher, we want to know what makes your organization unique. We listen intently to learn about your culture and priorities and delve deeply into all the details that matter when balancing human capital needs with your bottom line. This single-minded focus on excellence — characterized by innovation and creativity — is the driving force behind every Gallagher engagement.

Company History: Arthur J. Gallagher & Co. opened its doors for business in 1927 and is still “growing strong” because of a practiced ability to help clients think ahead. Founded by its namesake who was previously the leading producer for Chicago’s largest insurance brokerage, Gallagher is now one of the world’s largest human capital, insurance brokerage and risk management services firms. We have operations in 33 countries, and extend our client-service capabilities to more than 90 countries through a global network of correspondent brokers and consultants.

Since 1961, we have been helping clients overcome business barriers and create new opportunities to cost-effectively attract, retain and productively engage the best performers in their field. Gallagher started trading on the NYSE under the symbol AJG in 1984.

Founded in 1927		130+ Countries Served	Global Reach Local Presence Shared values Passion of excellence Promises delivered
1,200+ Offices Globally	\$8.4B Total Adjusted Brokerage & Risk Management Revenues (2022)		

Company Culture & Philosophy: The ideals, principles and values embodied by the founder whose name still appears on our door are part of our corporate DNA. Gallagher's approach to business, cultivated through three generations of family leadership, has always centered on creating relationship value as true partners to our clients. Gallagher's interactions with you will be straightforward and candid. By earning the trust of our clients, we have sustained a reputation for ethics and a commitment to transparency that continue to contribute to our growth.

In fact, Gallagher was the first insurance broker named to the Ethisphere® Institute's annual list of the World's Most Ethical Companies in 2012 — and has earned this recognition for thirteen years, through 2023. This is a tremendous achievement: in 2018, only 135 companies based in 24 countries and representing 57 industry categories receive this honor. Gallagher is the only insurance broker to have ever been recognized.

The high standards of conduct we have set for our external professional relationships are the same rules we follow internally. The Gallagher Way, a one-page document that outlines our 25 shared values, was written in 1984 but is just as culturally relevant today. It speaks to the value of relationships and several tenets set guidelines for ethical behavior. Gallagher combines innovative solutions, thoughtful advice, and honest business practices to minimize risk and help fuel your success.



Human Resource and Compensation Consulting Practice: Gallagher's Human Resources & Compensation Consulting practice empowers clients to **attract talent, manage staff, develop leaders, and reward success**—leveraging the power of Gallagher and the wisdom of experience to produce an engaged and productive workforce. Tapping into expertise that spans the spectrum of human resources at every level, we can assemble flexible compensation and consulting solutions that improve efficiency and build bottom lines. Our practice is a combination of some of the most respected names in human resources and compensation consulting. Bringing together experts from compensation, performance, search, survey, and leadership fields, Gallagher empowers clients with tools for the entire lifecycle of employment management.

With an experienced team of consultants located in offices across the United States and Canada, our services include:

Compensation & Total Rewards	Engagement Solutions	Human Resources Policy & Strategy
<ul style="list-style-type: none"> Job classification and compensation studies Pay equity audits Paid time off policy development and implementation Employee recognition Executive compensation Board of directors compensation 	<ul style="list-style-type: none"> Workforce engagement surveys Customer surveys Post-survey action plan development and execution Leading-edge capabilities for measuring loyalty and retention drivers 	<ul style="list-style-type: none"> HR assessment and optimization Employee policy creation and review HR compliance support Diversity, equity and inclusion Gallagher HRnow Program
Leadership Development & Organizational Strategy	Executive Search	Data & Research
<ul style="list-style-type: none"> Data-driven leadership performance and effectiveness assessments Organizational design Succession planning Leadership development through coaching and training programs 	<ul style="list-style-type: none"> Executive through director-level candidate search Interim leadership placements Executive onboarding Diverse candidate search 	<ul style="list-style-type: none"> Conducts largest survey of employee benefit programs in the U.S. Produces 25+ national (U.S.) compensation benchmarking surveys annually

Public Sector Consulting Practice: Gallagher's public sector & higher education consulting practice includes extensive experience in developing and communicating a compensation philosophy, designing, and implementing market-aligned pay structures, and developing job evaluation methods to maintain internal equity. We conduct benchmark analyses, including conducting custom tailored salary surveys (if needed), and recommend appropriate administrative and procedural guidelines to maintain the compensation system. We ensure that our clients are following applicable laws and regulations, such as the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), and Equal Employment Opportunity (EEO) standards and have pay systems that are appropriate for their organization and market strategy.



While we have a broad understanding of human resource systems, our practice primarily **specializes in classification and compensation studies.**

We have a strategic alliance with the Public Sector Human Resources Association (PSHRA), the National Public Employers Labor Relations Association (NPELRA), and the Colleges and Universities Professional Association for Human Resources (CUPA - HR) and have conducted a series of training seminars/workshops on compensation, classification, job evaluation, and employee benefits management throughout the nation in conjunction with these organizations. Gallagher Benefit Services also focuses on the higher education market. Our consultants have demonstrated leadership in the compensation field by attaining their Certified Compensation Professional (CCP) certification, and serving as instructors and presenters for WorlDatWork, and the PSHRA.

Our partners have been featured speakers at PSHRA national conference for more than 25 years. **Our managing directors have 30 years of experience assisting organizations in classification and compensation issues.** Our staff members have experience ranging from 2 years to 32 years of similar experience.

In a survey of Gallagher clients served, the independent firm Dun & Bradstreet found that the quality of client services Gallagher delivered exceeded services delivered by 90 other competing firms, including many large national firms. (The factors rated included cost, timeliness, quality, responsiveness to problems, technical support, quantity delivered verses quantity requested, and the attitude of personnel). We have written a bi-monthly compensation answer column called CompDoctor™ for the PSHRA News. Previous articles have included discussions on alternative rewards, such as skill or competency-based pay, best practices in salary administration, and the Sherman Antitrust Act, and many other progressive topics in compensation. We also have published articles in the American City and County, TalentCulture, Public Management, TLNT, Corporate Report Ventures, Corporate Board Member, ERE, Benefits Planner, and others.

LEADERSHIP

Strategic alliances with industry associations

Industry leadership in training, research, publications, and presentation

Featured PSHRA speakers for over 25 years

Numerous published articles



3. Organizational Structure and Resumes

Project Organizational Structure: Your Gallagher consulting team has years of experience consulting to public sector clients. One of the advantages of Gallagher is that we are a small team-based practice in which all members of the project team are intimately familiar with all activities of the project, while having all of the resources of a major national firm. We will work closely with you to ensure a quality product that fits your needs and culture. Even though we may assign certain personnel to specific tasks or responsibilities in the work plan, all personnel can step in and perform the work that needs to be accomplished regardless of the original assignment.

PROJECT ADVISORS

Review of deliverables prior to submitting to the client.



PROJECT DIRECTOR & PROJECT LEADERSHIP SUPPORT

Design and deployment of the overall effort, interface with the City, development of the philosophy/strategy, discuss job evaluation methods, and the review and analysis of technical work and cost modeling.

Leads the day-to-day work of the project team related to building the classification structure and the compensation survey to include quality assurance and timeliness of the deliverables.



PROJECT STAFF SUPPORT

Involvement in all project phases to include researching information, performing quantitative and qualitative analyses, and developing draft deliverables for review by senior staff.

Key Personnel: Gallagher fosters a commitment of excellence, professionalism, integrity, collaboration, and urgency to each of our clients. With each unique client, Gallagher combines these principles to deliver client services customized, specifically to meet your needs. Your Gallagher consulting team has years of experience consulting to public sector clients, including public employers, with a significantly diverse employee workforce. Each member of Gallagher's public sector compensation consulting practice has achieved one or more of the following certifications and/or degrees:

- Certified Compensation Professional from WorldatWork
- IPMA-SCP from the Public Sector Human Resources Association
- SPHR from the Human Resources Certification Institute
- SHRM-CP from the Society for Human Resource Management
- Master's degree or above, in Human Resources, Business Administration, and/or Organizational Psychology

PROJECT ADVISORS

RONNIE CHARLES, SPHR, GPHR, IPMA-SCP - National Managing Director - 30 years' experience

Ronnie is responsible for leading Gallagher's public sector Human Resources & Compensation Consulting practice. Ronnie has over 30 years of Public Sector HR experience including Chief Human Resources Officer (CHRO) experience most recently in the City of Baltimore with additional professional stints in the District of Columbia, State of Virginia, and City of Suffolk, Virginia. Ronnie has a bachelor's degree in management from Saint Paul's College. Ronnie is a member of several professional organizations, including the International Public Management Association for Human Resources (IPMA-HR) and is a past chair of the International IPMA-HR Professional Development Committee. In addition, Ronnie is a past Chair of the Human Resources Institute (HRCI). He brings vast experience in domestic U.S., and Global HR compensation practices.

References:

Henrico County, Yvette George, Human Resources Director, 804.501.7202, geo029@henrico.us

Atlanta Regional Commission, Kameisha L. Johnson, Talent Management Manager, 404.463.3100, kjohnson@atlantaregional.org



ERIK SMETANA, MBA, SHRM-SCP, SPHR, Managing Director - 20 years' experience

Erik's 20-plus year work history has led him to serve in a variety of diverse roles across human resource management, particularly in compensation and benefits, talent management and organizational development, people analytics, and employee relations and policy development. Erik has extensive experience in both private and public sectors, working with an eclectic mix of dynamic organizations including Fortune 500 companies across multiple industries, international not-for-profit organizations, membership associations, media outlets (e.g., NPR and NBC affiliates), institutions of higher education and research, and others. Prior to joining Gallagher, he served as the enterprise-wide Deputy CHRO with the University of Missouri System and for Vanderbilt University as the Executive Director of People & Engagement leading, designing, and implementing compensation and people-focused programs and initiatives.

PROJECT DIRECTOR

BEVERLY MOULTRIE, SPHR, IPMA-SCP - Principal Consultant - 25 years' experience

Beverly has over 25 years of professional human resources experience in all facets of HR Operations to include Talent Acquisition, Compensation, Benefits, Employee & Labor Relations, Diversity Equity & Inclusion, Talent Development and Safety & Health. Beverly also brings a wide range of expertise working with large, mid-sized and start-up organizations (both public and private) in government, higher education, healthcare, manufacturing, non-profit and service environments. Beverly is particularly adept at managing complex projects and has led the adoption of employee relation strategies and human resource systems where no prior system existed. Her experience also includes a progressive career in HR leadership roles as a Senior HR Leader and as the Corporate Diversity & Inclusion Manager for Fortune 500 companies. Additionally, Beverly has served as the CHRO for the City of Chattanooga where she launched the strategic development of the City's equity & inclusion work with the Government Alliance on Race and Equity. Beverly has a master's degree in business with an emphasis on organization development and is a certified senior human resource professional.

References:

Henrico County, Yvette George, Human Resources Director, 804.501.7202, geo029@henrico.us

Atlanta Regional Commission, Kameisha L. Johnson, Talent Management Manager, 404.463.3100, kjohnson@atlantaregional.org

PROJECT LEADERSHIP SUPPORT

ALLEN JOHANNING, Senior Consultant - 15 years' experience

Allen has 15+ years of experience, working in compensation, people analytics, and workforce development and assessment within various healthcare organizations and higher education university systems. Allen began his career focusing on HR Information Systems, Workforce Development, Compensation and Process Improvement in the healthcare industry, working for a large university hospital health system as well as a standalone hospital that was part of one of the state's largest health system. He then transitioned to the University of Missouri System, which is comprised of four Universities and a health system, spread across the state. In his almost 10 years with the University of Missouri System, he held various individual contributor and leadership roles, spending the final 6 years as the Director of Compensation and HR Analytics. Allen received his bachelor's degree in business administration from the University of Missouri-Columbia. He also has previously earned certifications with the Human Resources Certification Institute (Professional in Human Resources) and the Human Capital Institute (Strategic Workforce Planning).

CATHERINE THORP, BBA in Management, Senior Consultant - 10 years' experience

Catherine holds a Bachelor of Business Administration degree in Management from the University of Mary Hardin-Baylor. Before joining Gallagher, Catherine worked as a Senior Compensation Manager at Dun & Bradstreet and in roles ranging from analyst to senior manager at McLane Company, Inc. Catherine has applied her compensation knowledge in market analysis, salary structure design, pay equity, career competencies, strategic planning, system integration, and process optimization. Catherine will complete her CCP in 2023.

DEREK SMITH, PhD, Senior Consultant - 15 years' experience

Prior to joining Gallagher, Derek served as the National Executive Director of the Higher Education Recruitment Consortium and as a part-time consultant with Sawgrass Consulting, following more than 15+ years in higher education leadership roles at places like UNLV, Kansas State University, the University of Missouri System, and the University of Pittsburgh. Derek has a bachelor's degree in history, a Master of Science, a Master of Business Administration and a PhD in Public Policy and Leadership. He has earned professional certifications with the Human Resources Certification Institute (PHR), Society for Human Resource Management (SHRM-CP) and the Korn Ferry Leadership Architect.

**LARRY ROBERTSON, Senior Consultant - 26 years' experience**

Larry's 27 plus year work history includes a variety of roles that included compensation, human resources information systems, recruiting as well as serving in a primary leadership role as acting vice president for human resources for several months. Larry has experience in private and public sectors, working in a manufacturing environment before moving to higher education for the 21 years before coming to Gallagher. He has previously earned professional certifications with the Human Resources Certification Institute (PHR and SPHR). He has been actively involved in CUPA-HR on chapter, regional and national boards. He is a 2022 CUPA-HR Distinguished Service Award Recipient.

SHARI FALLON, PHR, SHRM-CP - Senior Consultant - 24 years' experience

Prior to joining Gallagher, Shari worked for Cornell University as a Senior Compensation & Workforce Analytics Consultant for 24 years. In her role at Cornell University Shari was responsible for providing expertise and consultation to campus constituents and resolving conflicts among functional areas to support best practice standards. She developed and designed the institutional foundation for assessing, delivering, and applying workforce planning analytics, advancing HR interests and shared responsibility in the consistency of practice across recruiting, compensation, staffing patterns, performance management, training, and transaction processing. Prior to Cornell she worked in Human Resources for Retail and Health organizations. Shari has a bachelor's degree in political science/history from the College of St. Rose in Albany, NY and is certified as a Professional in Human Resource from the Society of Human Resource Management.

TED JAEGER, Senior Consultant - 25 years' experience

Ted has more than 25 years of leadership, consulting and HR Outsourcing experience in compensation program management at large, publicly traded corporations (Coca-Cola, Accenture, E*TRADE Financial, ADP) and in higher education (Clemson & Emory Universities). Areas of specialty include job architecture/design, job evaluation, market pricing, internal/external equity reviews, project management, stock plan/executive compensation, and compensation systems implementations. He holds an MBA from Georgia State University, a BBA from The University of Georgia.

PROJECT STAFF SUPPORT**AMBER SHANG, MA in I/O Psychology – Associate Consultant - 2 years' experience**

Amber holds a BS with honors in Psychology from the University of Washington and an MA in Industrial & Organizational Psychology from New York University. Before joining Gallagher, Amber has applied her knowledge of people analytics in roles ranging from Talent Acquisition at VNS Health to Compensation Analysis at Willis Towers Watson, and Selection & Assessment at DCI Consulting Group. At WTW and DCI, she helped clients from various sectors to tackle challenges and identify strategic solutions.

CHARMAIN KOHLER – Consultant - 10 years' experience

Charmain has over 25 years of human resources experience in a variety of roles and industries. She has a Bachelor's degree in Business Administration with a concentration in Management from Saginaw Valley State University. Prior to joining Gallagher, she was the Senior Compensation Analyst at Numotion and at Saginaw Chippewa Indian Tribe of Michigan. Her professional experience also includes 10 years as a Human Resources Consultant in higher education.

CHAU TRAN – Consultant - 9 years' experience

Chau holds a Bachelor of Arts degree from the University of Utah and brings 9.5 years of experience working in public sector human resources compensation consulting. Chau served as a senior data analyst in compensation consulting at the Texas Association of School Boards where she served community colleges, public schools, charter schools, and educational service centers across the state of Texas.

DEE SMITH, Consultant - 18 years' experience

Dee is an established Human Resources professional that brings 18 years of comprehensive HR experience in several vertical industries in both the private and public sectors. Dee earned a Bachelor of Science degree in Human Resources Management and General Management from the University of Tennessee at Chattanooga and also holds an MBA. Dee is experienced in the areas of operations, recruitment, employee relations and benefits administration.

**JAIME PARKER, Consultant - 15 years' experience**

Jaime has 15 years of experience in Higher Education with 7.5 of those years in compensation and organizational effectiveness. Prior to joining Gallagher, she worked at Kansas State University in Human Capital Services, and also in the Office of Institutional Effectiveness. Before her career in Higher Education, Jaime worked in the Banking Industry as a Banking Center Manager and Customer Service Manager. Jaime is a graduate of Kansas State University with a bachelor's degree in Accounting.

LUCILLE ZHANG, Consultant - 2 years' experience

Lucille has experience in the areas of compensation, talent management, training, and people analytics. Prior to joining Gallagher, Lucille served as a Compensation Analyst at Novelis, where she provided expertise in the administration and implementation of compensation programs. She also has worked at Willis Towers Watson to support clients across industries on executive compensation. Lucille earned a Bachelor's Degree in Psychology from Lafayette College and a Master's Degree in Industrial and Organizational Psychology from New York University.

TRACY MORRIS – Consultant - 7 years' experience

Tracy has 7 years' experience working in public sector HR and compensation consulting. Tracy holds a bachelor's degree in applied economics and a Master of Business Administration, both from Texas Tech University, and she is a SHRM Certified Professional (SHRM-CP).

MARY GAUTHE, SHRM-CP, Associate Consultant - 5 years' experience

Mary has 5 years of experience from Louisiana State University, where she's worked within the University's Central HR unit as a Compensation Consultant. Mary has a Bachelor's degree in Management with a concentration in Human Resources from Nicholls State University and is currently set to graduate from Louisiana State University in August with her Master's in Leadership and Human Resource Development.

PRISCILA CANDAL, MA – Associate Consultant - 8 years' experience

Priscila has experience in employee relations, compensation and classification and talent acquisition. She worked at the City of Gainesville as a Talent Acquisition Representative and at Iowa State University as a Human Resources Generalist, giving her first-hand experience in the public sector and higher education. She also worked for a global agricultural and forestry machinery manufacturer in Germany. Priscila has a Bachelor of Arts in Psychology and a Master of Business Administration in Human Resources. She is located in Gainesville, Florida.

KEVIN GRANGER, Senior Analyst - 12 years' experience

Kevin received his Bachelor's Degree in Mathematics from Texas Southern University in 2020. Prior to joining this team, Kevin worked at Gallagher as an Associate Account Manager for 2 years. Kevin is a Houston native and loves his city.

TERESA NGUYEN, MS, Senior Analyst - 2 years' experience

Teresa has a Bachelor's degree in Organizational Psychology from Spalding University and a Master's degree in Industrial Organizational Psychology from Western Kentucky University. Her most recent role was with Louisville Metro Government, as a Compensation & Classification Analyst. Her role focused on job descriptions, job evaluations, reclassifications, market analysis, and compensation projects focused on internal equity.

XIAOWEN YANG, BS IN MATHEMATICS, Senior Analyst - 5 years of experience

Xiaowen comes to Gallagher with five years of analytical experience in learning & development, product management, sales operations, and employee & physician engagement. Xiaowen most recently managed the full-cycle employee engagement survey program – encompassing design, development, analysis, reporting, and action planning - at West Monroe.

YUMI ZHU, MA, Senior Analyst - 2 years' experience

Prior to joining Gallagher, Yumi worked at WTW as a compensation analyst and interned at PwC and KPMG China where she gained experience working in consulting. Yumi recently graduated from University of Pennsylvania with a master's degree in Organizational Dynamics and held a bachelor's degree in Finance from DePaul University.

CARISSA MARTO, MA in I/O Psychology, Analyst - 2 years' experience

Carissa has a Bachelor's Degree in Psychology from Anderson University (SC) and a Master's Degree in Industrial & Organizational Psychology from Middle Tennessee State University. Prior to joining Gallagher, she held project based roles working in performance and promotional assessments related to test design.

JOY PHILLIPS, MA, Analyst - 2 years' experience

Joy has 2 years of experience from Louisiana State University, where she's worked within the University's Central HR unit as an HRIS data analyst. Joy has a Master's degree in Human Resources & Leadership Development from Louisiana State University.

Gallagher does not, and will not, use any subcontractors to deliver services to the City. All the consulting analyses and assistance we provide are furnished by staff employed by Gallagher.

4. Quality Control Plan

Our practice takes a thoughtful and collaborative approach to all of our client engagements, where we work to ensure our efforts are ones which demonstrate how the Public Sector & Higher Education practice **C.A.R.E.S.** - collaborate/consult, advise/assess, recommend/resource, engage/endorse, and strategize/serve - about our clients and their needs. To that end, our project approach starts with our process and client communications.



Our extensive experience has resulted in a comprehensive understanding of the scope of work described by the City. Additionally, we understand the importance of this study as one of many strategies to address current human resources issues and appreciate the delicate nature of public sector spending. Below are some key considerations we have in this type of project, our methodology, our detailed work plan, and estimated project timeline.

Key Considerations

- **Employee Involvement.** The study should be introduced to employees so they know what will happen and can ask questions, and then we suggest summarizing the study findings at the end of the project in an open session so they can see the results. Updates throughout the process will go a long way toward acceptance of the results. We believe that if employees know how and why they are compensated the way they are, they will accept the results better than if the system was created without their involvement.
- **Leadership Sponsorship.** Change is complicated! Updating classification and compensation systems requires strong and visible support of an organization's management and governance.
- **Internal Equity.** While market parity is important, most employees want to make sure that they are paid fairly in relation to other employees. We have extensive experience with designing pay systems that consider internal equity and mitigate compression.
- **Project Timing.** Doing it right produces a better study outcome than trying to meet unrealistic deadlines.
- **Data/Exceptions.** Rely on data but make decisions based on humans. It has been our philosophy that the results and recommendations should be based on verifiable, auditable, and valid data. Once the basic structure is in place, adjustments may be needed for special conditions or other factors. However, the classification and compensation systems should be based on verifiable facts and solid professional standards.
- **Communication.** These systems need to be understood. They need to be simple, straightforward, and transparent.
- **Pay Compression.** Give adequate attention to implementation costs when employees are placed in pay ranges and there is potential for creating or increasing pay compression

Methodology

Classification and Job Evaluation: The City would like a review and an analysis of the duties and responsibilities of its jobs included in the study to ensure the jobs are correctly classified and to establish internal equity among jobs.

Gallagher can also develop new or update classification specifications/job descriptions as a result of this classification process.



Recommendations for allocation of employees to the updated classifications will be made. The City will review all recommendations and classification specifications within this process and provide consolidated and timely feedback to Gallagher. One set of revisions for the job descriptions and classification recommendations is provided for in this process.

Gallagher will discuss job evaluation with the City and will explore optional methods for the development of internal equity for the City. Gallagher will apply the selected system to all resulting jobs and update the internal equity ratings as appropriate. The City will have the opportunity to provide consolidated feedback to the job evaluation results with the results finalized by Gallagher. Detailed and tailored training will be provided to the administrative staff that will be responsible for overseeing the system.

The results from the formal job evaluation process will be coordinated with the results of the compensation survey to create a pay structure.

Compensation Survey and Pay Structure Development: Following industry standards and best practices, a customized survey process will be undertaken to collect market pay comparison information related to all City classifications. Gallagher and the City will work together to develop the listing of comparable organizations and the list of benchmark jobs to be surveyed. Private sector information, if desired by the City, can be collected using valid and credible published survey sources and the data integrated with the customized survey data to arrive at the market information.

We follow professionally accepted compensation principles and practices as outlined by *WorldatWork*, SHRM, and the Department of Labor. Some of these guidelines are listed below. We have also authored many articles on various aspects of conducting salary surveys; please refer to our website www.ajg.com/compensation for these specific articles.

We utilize the following guidelines for benchmark selection:

- Representation of all job families and levels throughout the organization
- Highly populated jobs
- Jobs found in most organizations
- Jobs with recruitment or retention problems

We will review job descriptions and other job documentation to ensure we understand the duties and responsibilities, level in which the job is functioning and the reporting relationships so that participating organizations can match their classifications to the benchmark jobs. We will draw on our 30 years of salary and benefits survey experience to determine if a comparable job can be found in the labor market. We will ask the City to clarify any questionable jobs and/or answer any questions we may have about a particular job.

We follow guidelines for job matching (match only those jobs that match at least 80% of the duties, responsibilities and functions as outlined in the benchmark job summary). While some firms may claim to use a higher percentage, we believe anything over 80% may exclude data that are good, valid matches. We do not ask participants to rate the quality of the match, as this introduces additional subjectivity to the process that cannot be controlled.

We follow professionally accepted guidelines for defining labor markets and selecting organizations to survey. We factor in that different jobs will have different recruiting markets, by:

- Type of organization (e.g., Public vs. Private Sector)
- Size of organization
- Geographic location
- Services provided

It is important to define an organization's labor market prior to the survey rather than after the data have been collected so that it does not appear that the labor market data are being manipulated to support a certain conclusion. This could cause significant issues from an employee perception standpoint as well as potentially violate Federal Trade Commission and the U.S. Department of Labor's Sherman Antitrust Act guidelines in regard to the analysis of salary data.

Any published sources utilized must meet the following criteria:

- Be conducted by a reputable salary survey firm
- Survey data is not self-reported
- Survey is conducted on a continual basis instead of a one-time event
- Survey reports its data sources, the effective date of the data, and was tested to ensure accurate matches and data

We will develop a data collection form that poses questions in a fashion that is easy for participants to answer, as well as being easy to quantify and analyze.

We follow-up with participants to ensure data quality and validity of matches and data being reported. If there are any questions, we ask questions and we seek job descriptions, organizational charts, and other information.

We perform several reviews of the data as well as statistical tests to identify any extreme data and to ensure the validity of the data.

We utilize trend factors for aging data so that all data is consistent to a current point in time. The trend factors are derived from either the U.S. Department of Labor data or *WorldatWork* Surveys.

We apply geographic differentials as appropriate and necessary to ensure that the data are reflective of the City's labor market and economic conditions. We use third party resources (ERI) to identify the appropriate geographic differences.

We calculate various statistics for summarizing the data (means, medians, highs, lows, percentiles). We follow the Federal Trade Commission and the U.S. Department of Labor guidelines that 5 matches should exist per job in order to draw reliable conclusions. Therefore, we do not calculate statistics (means, medians, etc.) on jobs with fewer than 5 job matches.

The City would like the development of salary structure options so that compensation is equitable and competitive. In order to develop a reliable salary structure, we integrate market data and custom survey results with the internal equity ratings from job evaluations if applicable, so that the structure is internally equitable and externally competitive. In this step, we assign all jobs to the right pay grade and all employees to the right place in the range based on agreed upon criteria. During this phase, we also discuss how pay progression is integrated in a sustainable system that grows with the City and allows for employee development and contribution to goal achievement. We will also review the resulting structure for pay compression and pay equity issues. Up to three implementation scenarios will be provided to the City.

Gallagher will review and update the City's current policies and procedures related to classification and compensation.

Final Report: As mentioned above, our final report will be prepared which outlines the process, methods, techniques and findings and recommendations of the study. It will include a financial impact analysis and recommended ways to implement and maintain the system in the future. We will provide the data in a format that can be used to update your HRIS system based on your implementation approach. Finally, we will train the HR staff in the proper procedure and methods to manage and maintain the system. Additionally, we will provide the necessary documentation and other materials so the City will be able to maintain the system independent of the consultant following implementation.

Work Plan

The work plan proposed is designed to provide the flexibility necessary to attract, retain, and motivate employees to provide quality services and ensure the system is not an administrative and/or costly burden to the City now or in the future. Gallagher has integrated the Scope of Services into our phased approach and deliverables to address the City's requests.

The phased work plan is as follows:



PHASE 1: STUDY ADMINISTRATION

Meeting via telephone/online platform to initiate project and discuss timelines and key deliverables.

Organization & salary material collected.

Discussion/review of the strengths and weaknesses of the City's current classification system. Discussion of the City's current philosophy and supporting strategies.

Project timetable confirmed.

Employee orientation sessions conducted.

Virtual Meetings are included. On-site visits are available at an additional charge to the City.

PHASE 2: CLASSIFICATION & COMPENSATION STUDY

Conduct of meetings with HR/leadership/project team at critical intervals to discuss deliverables.

CLASSIFICATION STUDY

Review of and analysis of job descriptions/documentation for all employees covered by the study.

Conduct interviews with managers/supervisors (and with individual employees, as necessary) to verify/clarify job information.

Analysis of existing classifications and recommendations on any changes to current classification plan.

Review exempt and non-exempt classifications to ensure proper Fair Labor Standards Act (FLSA) status.

Recommendation of standard classification and titling conventions.

If applicable, allocate employees to an appropriate job class in the new classification structure.

Conduct a complete diagnostic review of current the City's practices to identify areas of concern.

Development of new or updated job descriptions.

COMPENSATION STUDY

CUSTOM SURVEY

Labor market confirmed and survey participants identified to gather data from local, state and regional sources.

Benchmark jobs identified and summarized.

Benefit and pay practice questions determined for inclusion in the custom survey. Custom survey developed and conducted.

INTEGRATE PUBLISHED SURVEY SOURCES

Identify appropriate published survey sources.

Collect market data from published survey sources using data cuts from public, private, local, state and regional sources.

The following activities will be performed on all data:

Comprehensive internal salary relationship analysis of data to ensure the structure is internally equitable and externally competitive.

Competitive analysis of market data (salary, benefits, and contracts) performed.

Diagnostic review of current salary structures conducted to identify opportunities for simplification, reduction in pay compression.

Recommended pay structure developed or existing structures updated (includes 1 revision requested).

Internal review conducted and consolidated feedback provided by the City. The City approves the updates to the pay plan(s) and other recommendations and implementation options.

Provide the City with up to three (3) transition options, recommendations and next steps/ongoing maintenance.

PHASE 3: PROJECT FINALIZATION, DRAFT & FINAL REPORTS

Consultant shall make presentations to the HR/leadership prior to completion and at the time of completion, at times and in a manner agreed upon with the City.

Conduct of meetings with HR/leadership/project team at critical intervals to discuss deliverables.

Draft and final report and presentations developed and quality assurance reviews conducted.

Training provided for staff including necessary tools to maintain the system.

Project Timeline: We understand that the City anticipates the work will be completed in 120 days (4 months). However, based on our professional experience, projects of this scope typically take approximately 6 months to complete. The following is an estimate to complete each phase by month. We will discuss the details of each phase during Phase 1 and identify specific project deadlines. We will conduct frequent conference calls with the City to ensure the schedule is monitored throughout the project.

In today's world, speed is important. However, given the significance of this project, it is just as important for City officials, department heads, and employees to have sufficient time to review and approve the recommendations of Gallagher and to ensure proper communications occur. We have prepared a timeline using our experience to ensure the City receives quality work products in an expeditious manner. Our phases run concurrently; in that we do not wait until the full completion of a phase to begin another phase. We are prepared to commence the work within two weeks of receiving your authorization to proceed.

Month	PHASE 1	PHASE 2	PHASE 3
	Study Administration	Classification & Compensation Study	Project Finalization, Draft & Final Reports
1			
2			
3			
4			
5			
6			

Responsibilities of the City: Gallagher will work with the City on every step of our proposed project plan. We will listen attentively in order to understand the current state and the desired future state of the classification and compensation system. While the City has provided detailed information on the current status, our goal is to discuss these practices and processes in order to fully comprehend how the policies impact the day-to-day operations and long-term effects. We want to make sure that our design approach is appropriate to your needs and fits with the culture and structure of the City, as well as supports the City's mission and strategic objectives.

In preparation for project initiation, we will need the City's Project Team to support our compensation plan, which involves the following:

- Collection of organization & salary information
- Discussion of possible barriers to implementing and maintaining change
- Review and discussion of the strengths and weaknesses of the City's current compensation systems, to include review of the current grade methodology

This will enable our team to work with the City on the development of the working compensation philosophy and strategies that will guide the project through the rest of the phases. It is the role of our team to develop the project timetable and tracking documents to manage the project. However, we will partner with the City to ensure this is appropriate and determine when the timeline may need to be adjusted in order to ensure an accepted solution. While the timelines of projects are important, we believe the development of the right system takes priority. If this requires more communication or analysis at various phases, we will determine such in collaboration with the City.

We propose to meet with the City's Project Team at intervals as necessary determined by the consultant and/or the City. These off-cycle meetings can be held via web conferences to enable the sharing of information. Additionally, we conduct weekly or bi-weekly calls which are helpful to touch-base and keep the project on track. These calls may not need the full project team each time, but as necessary for various phases of the project.




5. Experience and Past Performance


We have included a sampling of references that demonstrates our experience in conducting engagements for public sector clients. Contact names and phone numbers are listed for each project. These projects are relevant to demonstrating our ability to meet the needs of the City and show considerable experience in developing compensation systems for a variety of public sector organizations. Our references can attest to the timeliness, quality, and responsiveness of the services we provide, our understanding of job classification and pay equity, and our knowledge of legal issues, such as the ADA and FLSA, and our expertise in working with public organizations and sensitive personnel issues. The projects listed below were completed by members of your project team and within similar timeframes to what the City is requesting. Many of the clients listed below have recommended our services to other organizations that we are working with currently.

 **PRINCE WILLIAM COUNTY, VA** | 1 County Complex Court, Suite 155, Woodbridge, VA 22192
Angela Poetzman, Project Manager, 703.792.6102, Angela.Poetzman@pwcgov.org


Beginning in 2018, we were engaged to conduct a classification and compensation study addressing approximately 4,800 employees in 600 job classes, which included the development of a compensation strategy; job evaluation; analysis of the class system including employee questionnaires, employee interviews and panels; development of a simplified and flexible class structure and employee allocations; the conduct of a compensation study and development of updated pay structures; implementation costing; and best practices guidance. Additionally, we completed a compensation study for the County in 2022.

 **CITY OF AUSTIN, TX** | 301 West Second Street, Austin, TX 78701
Bryan Dore, Compensation Manager, 512.974.3216, bryan.dore@austintexas.gov


We have been retained to do numerous projects with the City since 2017. In 2017, we were hired to assist the City with a review and assessment of the compensation strategy and to conduct a compensation study for the Human Resources and Legal departments. In 2019, Gallagher conducted another custom salary survey for the City and a comprehensive evaluation of pay equity in comparison to its prior studies to identify if there are any pay equity issues in the organization. Since 2021, we have been engaged in several more compensation projects.

 **HENRICO COUNTY, VA** | 4301 East Parham Road, Henrico, Virginia 23228
Yvette George, Human Resources Director, 804.501.7202, geo029@henrico.us

We recently completed a compensation project encompassing 11,250 general government, public safety, and public school employees in 779 job classifications

 **CITY OF SACRAMENTO, CA** | 915 I Street Sacramento, CA 95814
Shelley Banks-Robinson, Director of Human Resources, 916.808.554, SMBanks-Robinson@cityofsacramento.org

We worked with the City on a classification and compensation study that resulted in updating all the classification specifications, collecting market data on over 200 benchmark jobs, and salary structure recommendations.

 **RAMSEY COUNTY, MN** | 4000 Metro Square, St. Paul, MN 55101
Johanna M. Berg, Deputy County Manager, 651.266.2762, johanna.berg@co.ramsey.mn.us

We are finalizing work with the County on a comprehensive classification and compensation project encompassing all County operations of approximately 4,000 employees in 600 classifications.

Additional references and/or case studies are available upon request to support client decision-making.

Contractual Considerations

Gallagher is pleased to submit this proposal to the City. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

Our legal team has provided the following exceptions to the terms and conditions outlined in this proposal. **We are open to discussion on these.**

Gallagher is not a federal contractor or subcontractor. Therefore, Gallagher cannot agree to federal contracting provisions contained within the RFP.

Part III BONDING AND INSURANCE REQUIREMENTS (PDF Page 17), EXHIBIT D (PDF Page 65 - 67) - Below are Gallagher's insurance representations based on AJG Risk Management policies. These are not changed on a client by client basis:

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

* * * * *

Thank you for this opportunity to offer our services. Please feel free to contact us at any time if you have any questions or require additional information. We look forward to hearing from you soon.

Sincerely,



Ronnie Charles, SPHR, GPHR, IPMA-SCP
National Managing Director & Practice Leader
651.234.0848
Ronnie_Charles@ajg.com
5516 Falmouth Street
Richmond, VA 23230



Beverly Moultrie, SPHR, IPMA-SCP
Principal Consultant
651.234.0855
Beverly_Moultrie@ajg.com
8 Cadillac Drive, Creekside Crossing
Brentwood, TN 37027

Required Forms

FORM 1
BID SUBMITTAL LETTER


This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

RFP # 11092023

The undersigned, Ronnie Charles, hereby submits its qualification based bid to furnish all services, labor, materials, or equipment, delivered by the undersigned for the above referenced RFP to the City of Forest Park, Georgia.

The undersigned acknowledges and agrees that the bid submitted by the undersigned shall be binding upon the undersigned and that if City of Forest Park, Georgia, awards a contract to the undersigned, the bid made by the undersigned and delivered to City of Forest Park, Georgia herewith, together with such award, will constitute a legal, valid and binding contract between the undersigned and City of Forest Park, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, solicitation instructions and conditions, the contract provisions and the contractor's proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this RFP Submittal Letter this 2 day of January, 2024.

By: 

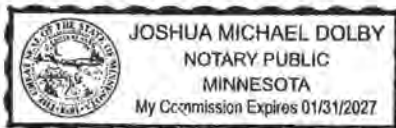
Title: Managing Director & Practice Leader

Sworn to and subscribed before me the 2 day of January, 2024.

Notary Public: 

My Commission Expires: 1/31/2027

[SEAL]





Required Submittal (FORM 2)
Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO OFFERORS:

All Offerors **must** comply with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Offerors must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Offerors must not rely on these instructions for that purpose. The instructions are offered only as a convenience to assist Offerors in complying with the requirements of the City's procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid.
2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number or formal contract number.**
3. If the Offeror is a Joint Venture and the Joint Venture has an EIN, **one** Contractor Affidavit must be completed by the Joint Venture and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does **not** need to submit a separate Contractor Affidavit.
4. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture **must** complete and submit its own Contractor Affidavit. The Contractor Affidavit must include the participating business's E-Verify Company ID Number.
5. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
6. **All Contractor Affidavits must be sworn, signed and dated in the physical presence of a notary public. The signature dates for both the authorized representative and notary public must be the same.**
7. *Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission but will be required at contract execution phase or in accordance with the timelines set forth in IIREA.
8. Offeror's failure to comply with the above instructions may result in the Offeror being deemed non-responsive.

Required Submittal (FORM 2)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(I)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows: (a) the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; (b) the Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; (c) the Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; (d) the Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract; (e) the Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c); (f) the Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and (g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

522200060 01/08/2008
Federal Work Authorization User Identification Number Date of Authorization (mm/dd/yyyy)

Gallagher Benefit Services, Inc. RFP No. 11092023
Name of Contractor (Legal Name of Offeror) Name of Project/Solicitation Number

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

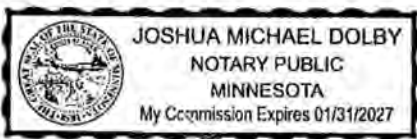
Executed on January 2, 2023 in Minneapolis (City), MN (State).

Ronnie Charles
Signature of Authorized Officer or Agent

Ronnie Charles, National Managing Director & Practice Leader
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2 DAY OF January, 2024.

Joshua Dolby
NOTARY PUBLIC



My Commission Expires: 1/31/2027

***The signature dates for both the authorized representative and notary public must be the same.**



N/A

**Required Submittal (FORM 2b)
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization (mm/dd/yyyy)

Name of Subcontractor (Legal Name)

Name of Project/Solicitation Number

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __, 20__ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

***The signature dates for both the authorized representative and notary public must be the same.**



Required Submittal (FORM 3)

Contractor's Statement of Legal Status and Financial Capability

For official and confidential use by the City of Forest Park, Georgia

Purpose/Instructions: The following information will be used by the City of Forest Park, Georgia in determining whether or not the identified Contractor has, in the opinion of the City of Forest Park, Georgia, the financial capability to successfully fulfill its obligations to the City.

If space on this form is inadequate for any requested information, please furnish on attached pages with a reference to the appropriate question number on this form.

A. Submission Information:

1. This Statement is being submitted as required by a FOREST PARK Solicitation:

FOREST PARK Solicitation #: 11092023
Project Name: Comprehensive Classification Analysis & Compensation Study

2. This information is current as of (date): January 2, 2024

B. Contractor Information

- 1. Official Company/Entity Name: Gallagher Benefit Services, Inc.
(hereinafter "Contractor")
- 2. Mailing Address: 5516 Falmouth Street City/State/Zip: Richmond, VA 23230
- 3. If at this address less than 1 year, prior address: _____
City/State/Zip: _____
- 4. Primary contact regarding this information: Ronnie Charles
- 5. Telephone Number: 651.234.0848
- 6. Email Address: Ronnie.Charles@ajg.com

C. Development Entity. The Development entity named above is:

- A sole proprietorship — Soc. Sec. # _____
- A corporation — FID # 36-4291971
- A nonprofit or charitable institution or corporation — FID # _____
- A partnership _____ — FID # _____
- A business association or a joint venture — FID # _____
- A limited liability company — FID # _____
- A Federal, State, or local government or instrumentality thereof
- Other / explain: _____

D. Date and State of Organization. If the Contractor is not an individual or a government agency or instrumentality:

1. **Date of organization:** Corporation established April 20, 1999

2. **State of organization:** Delaware

E. Contractor Principals. Names of owners, officers, directors, trustees, and principal representatives of the development entity

Name, Title, Address, ZIP Code	Description of interest/relationship	% of Ownership Interest
BlackRock, Inc., 55 East 52nd Street, New York, NY 10022		9.1%
The Vanguard Group, 100 Vanguard Blvd., Malvern, PA 19355		6.9%
JPMorgan Chase & Co., 270 Park Ave., New York, NY 10017		6.7%

F. Contractor Affiliations. Is the Contractor a subsidiary or parent of or affiliated with, any other corporation or corporations or any other firm or firms?

Yes No

If Yes, provide the following information:

Corporation/Firm	Relationship to Contractor	Common Officers/Directors/Owners/ Trustees/Representatives
Name Arthur J. Gallagher Address 2850 Golf Rd, Rolling Meadows, IL 60008	Parent Company	J. Patrick Gallagher Jr. Chairman of the Board and Chief Executive Officer
Name Address		

If the Contractor is different than the parent corporation or firm, will the parent corporation or firm guarantee performance under this proposal? N/A

Yes No



G. Bankruptcy. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor’s officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years?

- Yes No

If Yes, provide the following information:

Name	Court	Date	Status

H. Loan Defaults. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor’s officers or principal members, shareholders or investors defaulted on a loan or other financial obligation? *(attach additional sheets if needed)*

- Yes No

If Yes, explain: _____

I. Criminal Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor’s officers or principal members, shareholders or investors party to any past or pending criminal litigation?

- Yes No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

Date Filed	Court	Charge/Current Status

J. Civil Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor’s officers or principal members, shareholders or investors party to any pending civil litigation that could potentially impact the financial capability of the Contractor to complete the proposed development?

- Yes No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

Date Filed	Court	Current Status

K. Conflict of Interest. Does any member or employee of the City of Forest Park, Georgia have any direct or indirect personal interest in the Contractor or in the redevelopment or rehabilitation of the property being proposed by the Contractor?

Yes No

If Yes, explain:

L. Source of Financing. Provide an itemization of planned or likely sources of funds to be used to cover Contractor’s obligations under the project.

1. Provide a copy of a letter of interest from potential lenders, or
2. Provide any other evidence of Contractor’s ability to obtain debt financing.
3. Provide name and address of financial institution reference(s).

M. Financial Condition. Provide an audited financial statement for each of the previous two years presented in accordance with generally accepted accounting principles and accompanied by an unqualified opinion of certified public accountants. If the date of this audited financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.

N. Previous Forest Park Projects. Has the Contractor or its parent entity (if any), or any subsidiary or affiliated entity of the Contractor or said parent corporation, or any of the Contractor’s officers or principal members, shareholders or investors had any previous contractual relationship with the City of Forest Park?

Yes No


Project Name	Description	Date



O. Additional Information. Attach any additional evidence deemed helpful to demonstrate the Contractor's financial capacity and capability to complete the project.

CERTIFICATION

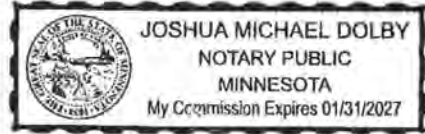
I * Ronnie Charles certify under penalty of perjury under the laws of the State of Georgia that I am authorized to submit this information on behalf of the Contractor and that the statements made in this Proposal are true and correct. I further authorize the City of Forest Park, Georgia, or any employee or agent acting on behalf of the City of Forest Park, Georgia, to undertake any investigation deemed appropriate to verify the information contained herein.

Signature of Authorized Officer or Agent 

Ronnie Charles, National Managing Director & Practice Leader
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2 DAY OF January, 2024.

Joshua Dolby
NOTARY PUBLIC



My Commission Expires: 1/31/2027

* If the Contractor is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.


FORM 4

Acknowledgement of Insurance

I Ronnie Charles on behalf of Gallagher Benefit Services, Inc. ("Proponent"), acknowledge that if selected as the successful Proponent for (enter project name and number) RFP No. 11092023 Comprehensive Classification Analysis & Compensation Study, Proponent shall comply with all insurance requirements for the project listed above and any other attachments to the RFP which pertain to insurance.

Proponents understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to the award of a contract and to take all necessary steps to ensure compliance with the applicable requirements without delay. The Proponent understands, acknowledges and agrees that any failure to fully comply with the insurance requirements within 10 days of the date the Proponent receive a final contract.

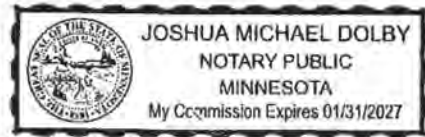
By executing this Acknowledgement of Insurance, I represent that the Proponent understands and agrees to comply unconditionally with all requirements. I represent that I am authorized to make the representation contained herein on behalf of the Proponent.

Signature of Authorized Officer or Agent 

Ronnie Charles, National Managing Director & Practice Leader
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2 DAY OF January, 2024.

Joshua Dolby
NOTARY PUBLIC



My Commission Expires: 1/31/2027

FORM 5

ACKNOWLEDGMENT OF ADDENDA

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
1	12/11/2023	RC
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: Gallagher Benefit Services, Inc.
(Name of Proponent)

By: 
(Signature of Authorized Representative)

Name: Ronnie Charles
(Print or Type)

Title: National Managing Director & Practice Leader

Date: January 2, 2024



**Required Submittal (FORM 6)
Contact Directory**

Proponent Name: Gallagher Benefit Services, Inc.

NAME	POSITION/TITLE (JV Relationship, if applicable) *	MAILING ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Ronnie Charles	National Managing Director & Practice Leader	5516 Falmouth Street Richmond, VA 23230	651.234.0848	Ronnie_Charles@ajg.com
Beverly Moultrie	Principal Consultant	8 Cadillac Drive Creekside Crossing Brentwood, TN 37027	651.234.0855	Beverly_Moultrie@ajg.com

The purpose of the Offeror Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting an Offeror. This Offeror Contact Directory must include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for at least one (1) primary contact, and names, positions, titles of at least one (1) secondary contact, where applicable, authorized to represent the firm for purposes of this solicitation.

**Joint Ventures established less than three (3) years must include at least one (1) primary contact for each member.*



Required Submittal (FORM 7)
Reference List

Each Offeror must provide a list of at least three (3) references. The references provided shall not be from the same project and must be able to attest to an Offeror’s performance ability and credibility in a particular industry or trade. The City may also consider the information obtained through other sources. Past and present performance information will be utilized to determine the quality of the Offeror’s past and present performance as it relates to the probability of success for this Project.

Reference No. 1

Project Name: Classification and Compensation Study

Owner/Client of Project: PRINCE WILLIAM COUNTY, VA

Contact Name/Title: Angela Poetzman, Project Manager

Address: 1 County Complex Court, Suite 155

City: Woodbridge **State:** VA **Zip Code:** 22192

Phone Number: 703.792.6102 **Email:** Angela.Poetzman@pwcgov.org

Description of Services: Classification and Compensation Study

Total Amount of Contract Including Change Orders: \$155,000

Offeror’s Role and Responsibilities: Classification and Compensation Study

Current Completion Status: Complete

Reference No. 2

Project Name: Compensation and Pay Equity

Owner/Client of Project: CITY OF AUSTIN, TX

Contact Name/Title: Bryan Dore, Compensation Manager

Address: 301 West Second Street

City: Austin **State:** TX **Zip Code:** 78701

Phone Number: 512.974.3216 **Email:** bryan.dore@austintexas.gov

Description of Services: Compensation and Pay Equity

Total Amount of Contract Including Change Orders: \$65,000 compensation study, \$44,500 pay equity study

Offeror’s Role and Responsibilities: Compensation and Pay Equity Study

Current Completion Status: Complete



Required Submittal (FORM 7)
Reference List (cont.)

Reference No. 3

Project Name: Compensation Study

Owner/Client of Project: HENRICO COUNTY, VA

Contact Name/Title: Yvette George, Human Resources Director

Address: 4301 East Parham Road

City: Henrico **State:** VA **Zip Code:** 23228

Phone Number: 804.501.7202 **Email:** geo029@henrico.us

Description of Services: Compensation Study

Total Amount of Contract Including Change Orders: \$100,000

Offeror's Role and Responsibilities: Compensation Study

Current Completion Status: Complete



FORM 8
SCHEDULE OF CONTRACT FULLY BURDENED LABOR RATES

(Non- Applicable for this project)

PROPONENT NAME: _____

Position	Raw Rate	Multiplier	Fully Burdened Labor Rate

¹ Actual salary paid to employees of the Joint Venture Companies - proof of payment is required upon Contract award and invoicing.

² Fully Burdened Labor Rate - The actual cost paid or incurred by a company that is directly attributable to maintaining an employee including the employee's salary, statutorily required taxes, insurance, contributions, assessments, etc. as well as customary benefits provided to the company's employees per the company's printed policies such as medical and health benefits, sick leave, vacation, holidays, pensions, etc. The fully burdened labor rate also includes any consideration for overhead but NOT profit. The Joint Venture blended overhead apportioned to this contract is accounted by a multiplier applied to the raw rates which results in the Fully Burdened labor Rate. The City reserves the right to audit this multiplier. The fully burdened labor rates shall be used in the preparation of all Task Orders and Change Orders.

FORM 9
Fee Acknowledgement Letter
(Non- Applicable for this project)

FORM 10
NON-COLLUSION AFFIDAVIT

The undersigned proponent or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING RESPONSE ARE TRUE AND CORRECT.

Dated this 2 day of January, 2024

Gallagher Benefit Services, Inc.
(Name of Organization)

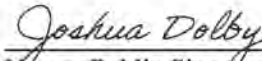
Ronnie Charles
(Print Name)

National Managing Director & Practice Leader
(Title)

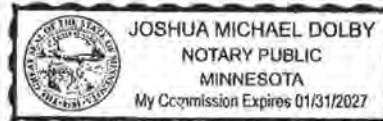

(Signature)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 2 day of January, 2024


Notary Public Signature

My Commission Expires: 1/31/2027




FORM 11
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

The Proposer, Gallagher Benefit Services, Inc., certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the proposer is unable to certify to any of the statements in this certification, such proposer shall attach an explanation to this Proposal.

The proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.



Signature of Authorized Agent

Ronnie Charles, National Managing Director & Practice Leader
Name/Title of Authorized Agent

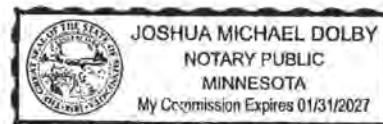
Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 2 day of January, 2024.



Notary Public Signature

My Commission Expires: 1/31/2027 [SEAL]





FORM 12

TRADE SECRET STATUS

Attachment A

**Local, Small, Business Diversity
Program**

LSBD Forms (1-6)



Local Small Business Diversity Program

The City of Forest Park has implemented a Local, Small Business, Diversity Program to promote full and open competition in all city contracts. LSBSD participation goals are set on a contract-by-contract basis for each specific prime contract with subcontracting possibilities. The City wants to ensure that Proponents are non-discriminatory in their process of selecting sub-contractors. The City also wants to encourage Proponents to utilize local, veteran-owned, minority, women, and disadvantaged business enterprises whenever possible.

Included in this proposal are subcontracting/subconsultant forms that all proponents will be required to complete along with their Proposals. All forms included in this solicitation must be completed for Proponent to be considered responsive.

Each Proponent must propose to achieve the LSBSD participation goal that is equal or greater than the percentage required. Each Proponent will be required to submit evidence demonstrating that "good faith efforts" were made if you cannot meet the goal.

These forms are requirements under the City of Forest Park's Local, Small Business, Diversity Program, and it is a requirement to comply with making the "good faith effort" to achieve the goal. Failure to complete these forms will deem you non-responsive.

The participation goal for this procurement is 25 percent (25%)

A business is considered Local if they meet the following:

1. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of the city;

The business or supplier must provide a copy of a current occupational tax certificate;

The business or supplier must have paid all real and personal taxes (if any) owed the city and not otherwise owe the city any funds; and

The business or supplier must certify its compliance with the Georgia Security and Immigration Act.

A Small Business means a locally based business whose average annual gross receipts or number of employees averaged over the past five years must not exceed the size standards as defined pursuant to 15 C.F.R § 121.201 et al., who demonstrates that individual owner's personal net worth and does not exceed \$750,000.00, exclusive of the individual's ownership interest in their primary residence and the value of the LSBSD.

LSBSD Required Forms –

To be submitted with Bid:



1. **LSBD-1 Covenant of Non-Discrimination**: The signed agreement stating that the firm will not discriminate on the basis of a firm's size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.
2. **LSBD-2 Sub-Contractor Contact Form**: A list of all firms contacted to participate as LSBD sub-contractors/suppliers on a contract.
3. **LSBD-3 LSBD Sub-Contractor/Supplier Utilization Form**: A list of all firms procured as LSBD sub-contractors/suppliers to be utilized on a contract.
4. **LSBD-4 Statement of Good Faith Efforts (Including the Checklist)**: Documented efforts to seek and procure the utilization of LSBD's as sub-contractors/suppliers on a contract where a goal is required.

To be submitted post-award:

5. **LSBE-5 Post Award Monthly LSBD Participation Report – Contract Goal**: Report detailing percentage of LSBD participation (work performed) and payments to VOB/MBE/WBE/DBE subcontractors on a monthly basis.
6. **LSBD-6 Request for Subcontractor Removal/Substitution Form**: Required to fill out and obtain approval if a LSBD subcontractor is being substituted following post award.

Supplements

1. Form LSBD-1, Covenant of Non-Discrimination
2. Form LSBD-2, Sub-Contractor Contact Form – Contract Goal
3. Form LSBD-3, Local, Small Business, Diversity Project Participation Plan
4. Form LSBD-4, Statement of Good Faith Efforts
5. Form LSBD-5, Post-Award-Monthly LSBD Participation Report Contract Goal
6. Form LSBD-6, Subcontractor Removal/Substitution Form

FORM LSBD-1

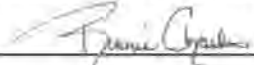
COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Forest Park (COFP) to promote full and equal business opportunity for all persons doing business with the City. The undersigned covenants that we have not discriminated on the basis of a firm's revenue, employee count, social or economic disadvantages, minority, gender, or veteran status, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms LSBD-2, LSBD-3 and LSBD-4. Set forth below is the signature of an officer of the Bid entity with the City of Forest Park to bind the entity.

I, Ronnie Charles, National Managing Director & Practice Leader (Name, Title), on behalf of (Company), Gallagher Benefit Services, Inc. by my signature below, do hereby promise:

1. To adopt the policies of the City of Forest Park relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of COFP;
2. Not to otherwise engage in discriminatory conduct; To provide a discrimination-free working environment;
3. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
4. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter obtain.

We understand that our failure to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract.

By: 

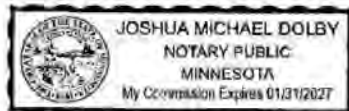
Title: National Managing Director & Practice Leader

Sworn to and subscribed before me the 2 day of January, 2024.

Notary Public: 

My Commission Expires: 1/31/2027

[SEAL]



**FORM LSBD-2****SUB-CONTRACTOR CONTACT FORM – CONTRACT GOALS****Instructions to Contractors**

The prime contractor must complete and sign the sub-contractor **contact form** and submit the completed and signed form with the proposal. **Failure to submit this form will result in being deemed nonresponsive.**

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the task order.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. City of Forest Park Business License: State if the contractor/supplier you contacted is a City of Forest Park Licensed business.
4. Type or work solicited for: Describe the type of work for which you are soliciting from the contractor/supplier.
5. Business Ownership (Enter Code): State whether the contractor/supplier you contacted is an MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, or VOB – Veteran Owned Business **(if applicable)**
6. Results of Contact: Describe the results of your contact.
7. **Sign and date the form.**



FORM LSBSD-2

CITY OF FOREST PARK

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (*LSBE and Non-LSBD*) that were contacted regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, Email, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact
John Smith	Company ABC 123 Main Street Morrow, GA 30260 jsmith@email.com 770-123-4698	Yes	Hauling	DBE	Will perform as sub

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business (Sample)



**FORM LSBD-2
CITY OF FOREST PARK
SUBCONTRACTOR CONTACT FORM**

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact
Gallagher does not, and will not, use any subcontractors to deliver services to the City. All the consulting analyses and assistance we provide are furnished by staff employed by Gallagher.					

List all subcontractors or suppliers (LSBE and Non-LSBD) that were contacted regarding this project
Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Local, Small Business, Diversity Form (Page 1 of 2)



FORM LSBD-2

SUB-CONTRACTOR CONTACT FORM – Cont'd

List all sub-contractors or suppliers (LSBD and Non-LSBD) that were contacted regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact

Proponent's Name: Gallagher Benefit Services, Inc. Project Name: Comprehensive Classification Analysis & Compensation FC#: _____
 Signature: [Handwritten Signature] Contact No: RFP No. 11092023 Date: 1/2/2024



FORM LSBD-3

LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN

SUBCONTRACTOR/SUPPLIER UTILIZATION

Instructions to Contractors

The Proponent must complete the project participation plan for sub-contractor/supplier utilization and **submit the form with the Bid. Failure to submit this form will result in a Bid being deemed “nonresponsive”**. Each project participation plan for sub-contractor/supplier must include the following:

1. Name of subcontractor/supplier: Provide name of the subcontractor or supplier contacted to perform work on the project.
2. Contact Name, Address & Phone Number: Provide contact information of the subcontractor/supplier contacted.
3. City of Forest Park Business License: State if the subcontractor/supplier contacted is a City of Forest Park licensed business.
4. Type or Scope of Work to be Performed: Describe the type or scope of work subcontractor/supplier will perform.
5. Certification of Business Owner: Provide minority code/classification (if applicable). Examples include, but not limited to: Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), Women Business Enterprise (WBE), Veteran Owned Business (VOB), etc.
6. Estimated Dollar Value of Work: Provide an estimated dollar value for the work to be performed by subcontractor/supplier within the project scope.
7. Percentage of Total Bid Amount: Provide an estimated percentage of the total Bid amount that will be paid to the subcontractor/supplier.
8. Signature of Proponent: All LSBD Participation Plans must be signed and dated by Proponents.

Estimated Dollar Value of the Work / Total Bid Amount = % of Total Bid Amount



FORM LSBID-3

CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION

List all subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-Contractor/Supplier	Company Name, Address, Email, and Phone Number	City of Forest Park Business License? (Yes or no)	Type of Work to be Performed	Owner of Business (See code below)	Dollar (\$) Value of Work	Percentage of Total Bid Amount
John Smith	Company ABC 123 Main Street Forest Park, GA 30297 jsmith@email.com 770-123-4698	Yes	Hauling	DBE	\$4200	8.4%

Total Local Business, % _____ Total Small Business % _____ Total Minority Business % _____

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Proponent's Company Name: _____ Date: _____ FC#: _____

Proponent's Contact Number: _____ Project Name: _____

Signature: _____

Sample



FORM LSBD-3

CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION

List all subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-Contractor/Supplier	Company Name, Address and Phone Number	City of Forest Park Business License? (Yes or no)	Type of Work to be Performed	Owner of Business (See code below)	Dollar (\$) Value of Work	Percentage of Total Bid Amount
Gallagher does not, and will not, use any subcontractors to deliver services to the City. All the consulting analyses and assistance we provide are furnished by staff employed by Gallagher.						

Total Local Business, % 0 Total Small Business % 0 Total Minority Business % 0

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Proponent's Company Name: Gallagher Benefit Services, Inc. Date: 1/2/2024 FC#: FEIN 36-4291971

Proponent's Contact Number: FFP No. 11092023 Project Name: Comprehensive Classification Analysis & Compensation Study

Signature: *Dennis Goble*



FORM LSBD-4

STATEMENT OF GOOD FAITH EFFORTS

Instructions:

If you will not meet the Local Small Business Diversity (LSBD) goal set forth in the RFQB, in addition to the information included on the LSBD Form 2 Sub-contractors Contact Form submitted with your bid/proposal, please provide a narrative explanation of why you cannot meet the LSBD goal and the steps taken to include LSBDs in your bid/proposal. Describe specific actions (i.e. phone calls, etc.). Please provide copies of any solicitation notices sent, whether by email, fax or mail, and the amount of time given for response. Describe efforts to follow up initial communications. Identify the individuals from your organization who performed these activities. Attach additional pages as needed.

CERTIFICATION OF GOOD FAITH EFFORTS

I hereby attest that I have exercised good faith efforts to meet the Local Small Business Diversity goal for this bid. Despite such good faith efforts, I have not been able to meet the LSBD goal for this bid.

Gallagher Benefit Services, Inc.

(Name of Organization)

Ronnie Charles

(Print Name)

National Managing Director & Practice Leader

(Title)



(Signature)

January 2, 2024

(Date)



FORM LSBSD-4 (Cont'd)
STATEMENT OF GOOD FAITH EFFORTS
Checklist

A Proponent that does not meet COFP's LSBSD participation goal is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of the following actions were taken:

- | | Yes | No | |
|-----|--------------------------|--------------------------|--|
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | Attendance at a pre-bid meeting, if any, scheduled by COFP to inform LSBSDs of subcontracting opportunities under a given solicitation; Advertisement for solicitation of LSBSDs in general circulation media, trade association publications, and minority- focus media, to provide notice of subcontracting opportunities. |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | Advertisement in general circulation media at least seven (7) days prior to Bid or Bid opening any and all Sub-contractor opportunities. Proof of advertisement must be submitted with the Bid or Bid. |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | Provided interested LSBSDs with timely, adequate information about the plans specifications, and other such requirements of the Contract to facilitate their quotation and conducted follow up to initial solicitations. |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | Provided written notice to LSBSDs that their interest in subcontracting opportunities or furnishing supplies is solicited. Provided a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified sub- contractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, and the amount of the quoted price if one was obtained. |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to divide the work for LSBSD subcontracting in areas likely to be successful and identify portions of work available to LSBSDs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a Proponent/Bidder to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to assist potential LSBSD sub-contractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that an LSBSD could not readily and economically obtain them in the marketplace. |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBSDs. |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | Communication with the COFP Procurement Department seeking assistance in identifying available LSBSDs. |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | Exploration of joint venture opportunities with LSBSDs. |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | Other actions (specify): |

Please explain any "no" answers listed above (by number):

Gallagher does not, and will not, use any subcontractors to deliver services to the City. All the consulting analyses and assistance we provide are furnished by staff employed by Gallagher.

This list is a guideline and by no means exhaustive. The City of Forest Park will review these efforts, along with other documents, towards assessing the Proponent/Bidder's efforts to meet COFP's LSBSD goal. If you require assistance in identifying certified LSBSDs, please contact the Procurement Department at procurement@forestparkga.gov or at 404-366-4720.

**FORM LSBD-5****POST AWARD MONTHLY LSBD PARTICIPATION REPORT –
CONTRACT GOAL****Instructions to Contractors**

The prime contractor must complete the **participation report** and submit the form with each pay application to the COFP Department Project Manager in charge of the contract. **Failure to submit this form will result in payment application being deemed incomplete.**

1. **Report Number:** Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved VOB/MBE/WBE/DBE has performed a portion of the work that has been designated for the contract.
2. **Date:** Actual date of the report.
3. **Pay application period end date:** Reports must acknowledge the end date for the period for which is being reported.
4. **VOB/MBE/WBE/DBE Amount:** The amount of the contract for which the VOB/MBE/WBE/DBE will earn.
5. **Prior Earned Pay Application Amount:** The amount previously submitted for payment on pay application.
6. **Current Earned Pay Application Amount:** The amount submitting with current payment application.
7. **Earnings To-Date:** The actual amount that each VOB/MBE/WBE/DBE has earned to-date under the contract.
8. **Percent of Contract:** This percentage is calculated using the contract amount and the total VOB/MBE/WBE/DBE earnings-to-date. Divide the total contract amount by the total VOB/MBE/WBE/DBE earnings-to-date.
9. **Certification:** The contractor's authorized representative must sign this form prior to submittal.

GENERAL INFORMATION

When the approved VOB/MBE/WBE/DBE is to provide materials, goods or services, this completed form must be submitted to the COFP Department Project Manager. The prime contractor must notify COFP of any changes to VOB/MBE/WBE/DBE firms.

When the prime contractor is an approved LSBD, it will only be necessary to complete the total LSBD earnings to-date. Joint ventures between non-LSBD and certified LSBD: Only that portion of the work for which the LSBD is responsible may be used to satisfy the requirement.

It is not necessary to complete this form if there are no subcontracting opportunities available for the use of VOB/MBE/WBE/DBE firms.



**FORM LSBID-5
POST AWARD – LSBID PARTICIPATION REPORT – CONTRACT GOAL**

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

Check if final payment >>> FINAL PAYMENT

% LSBID GOAL _____

VOB/MBE/WBE/DBE AMOUNT \$: _____

NAME OF APPROVED VOB/MBE/WBE/DBE	DESCRIPTION OF WORK	PRIOR EARNED PAY APPLICATION AMOUNT	CURRENT EARNED PAY APPLICATION AMOUNT	EARNINGS TO-DATE

TOTAL VOB/MBE/WBE/DBE EARNINGS TO-DATE: _____

% CONTRACT: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY COFP AT ANY TIME.

SIGNED _____ CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:

SIGNED _____ TITLE _____

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:

SIGNED _____ TITLE _____

FORM LSBD-6

Request for Subcontractor Removal/Substitution

Prior to submitting this form to the Procurement Department you must notify the LSBD in writing of your intent and allow the LSBD five (5) days to respond.

Request Date:		Contract/Project #:	
Contract Value:	LSBD Contract Amount:	Amount Paid to LSBD:	
Prime Contractor Name:			
Prime Contractor Address:			
Prime Contact Name:	Prime Contact Email:	Prime Contact Phone:	
Name of LSBD Firm:		LSBD Contact Name:	
LSBD Firm Address:	LSBD Email:	LSBD Phone:	

Was LSBD firm given five (5) days written notice of intent? Yes or No If yes, please attach written notice.

Will the LSBD goal for the project still be met? Yes or No or N/A

Reason(s) for removal/substitution. **Check all that apply**

- The listed LSBD is no longer in business.**
- The listed LSBD requested removal.**
- The listed LSBD failed or refused to perform under the terms of the contract or failed to furnish the listed materials.**
- The work performed by the listed LSBD was unsatisfactory and was not in accordance with the scheduled specifications.**

Name/Address of Substitution Contractor:	Is the substituted contractor an LSBD? <input type="checkbox"/> Yes or <input type="checkbox"/> No
Fully describe the type of work the substitute subcontractor will perform:	
Prime Authorized Signature:	Date:
Approved <input type="checkbox"/> Rejected <input type="checkbox"/>	Reason for rejection:
Procurement Manager Authorized Signature:	Date:



City of Forest Park Classification and Compensation Study

**Addendum 1
Issued December 11, 2023
RFP NO. 11092023**

Acknowledgement of receipt of this addendum MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFP.

1. In review of RFP No. 11092023 for the City of Forest Park’s Classification Analysis and Compensation Study, can you please clarify how many classes/job titles are to be included in the review? Also, are there any unionized positions to be included?

Answer: The City of Forest Pak currently has 125 classes/job titles to be included in the review. Currently, there are no union positions to be included.

2. On page 15, instructions state that proposals should be divided into three components, one of which is the Performance Evaluation System. However, the scope of that component is not outlined on pages 10-13. Is the Performance Evaluation System design or modification part of the project?


Answer: The Performance Evaluation System is a modification.

3. How many jobs does the project encompass?

Answer: There a total of 40 Classifications (Paygrades); and 283 active employees (includes full-time, part-time and seasonal).

4. Does the City have any union employees? If so, will the study include them?

Answer: The City of Forest Park has no union employees.


SIGNATURE

Gallagher Benefit Services, Inc.
COMPANY NAME

National Managing Director &
Practice Leader

TITLE

12/11/2023

DATE



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ajg.com The Gallagher Way. Since 1927.

"World's Most Ethical Companies®" and "Ethisphere" names and marks are registered trademarks of Ethisphere LLC. Arthur J. Gallagher & Co. has been recognized as one of the World's Most Ethical Companies® for in 2010, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023.

Gallagher is pleased to submit this proposal to you. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

This material was created to provide accurate and reliable information on the subjects covered by should not be regarded as a complete analysis of these subjects. It is not to provide specific legal, tax or other professional advice. The services of an appropriate professional should be sought regarding your individual situation.

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services.



File Attachments for Item:

4. Council Discussion and Approval of Lobbyist Services- Capri & Clay, Inc.– Executive Offices

Background/History:

Since 2016, Clayton County Municipalities have engaged with Capri & Clay LLC for lobbyist services to ensure that all entities received a fair share of funding from the lost FAA fuel tax. Staff is seeking approval to continue to participate. The funding for said lobbyist services is shared amongst Clayton County Municipalities, Clayton County Board of Commissioners & the Clayton County School Board. Our share for the City of Forest Park is 5.86%, which equates monthly to \$205.10.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Lobbyist Services FAA Agreement – Executive Offices

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: February 1, 2024

Work Session Date: February 5, 2024

Council Meeting Date: February 5, 2024

Background/History:

Since 2016, Clayton County Municipalities have engaged with Capri & Clay LLC for lobbyist services to ensure that all entities received a fair share of funding from the lost FAA fuel tax. Staff is seeking approval to continue to participate. The funding for said lobbyist services is shared amongst Clayton County Municipalities, Clayton County Board of Commissioners & the Clayton County School Board. Our share for the City of Forest Park is 5.86%, which equates monthly to \$205.10.

On July 20, 2023, the House passed H.R. 3935, the Securing Growth and Robust Leadership in American Aviation Act, by a vote of 351 to 69. The bill reauthorizes the FAA for five years (FY 2023 - FY 2028). Unfortunately, during consideration of the bill, the Transportation & Infrastructure Committee which has jurisdiction over FAA, failed to include an amendment by Rep. Grace Napolitano (D-CA) which would have exempted state and local sales general sales taxes from FAA policy. During floor consideration, the House failed again, to include an identical amendment as filed in committee by Rep. Napolitano, Reps. Scott and Williams which would have also exempted state and local sales general sales taxes from FAA policy.

In the Senate, S. 1939, the FAA Reauthorization Act of 2023 was introduced on June 12, 2023 by Commerce Committee Chair Maria Cantwell (D-WA) and Ranking Member Ted Cruz (R-TX). The bill includes language (Section 624) which exempt Clayton County general sales taxes from FAA policy. Senator Warnock, who sits on the Commerce Committee, along with Senator Ossoff, pushed for this provision to be included in the legislation. Unfortunately, the Senate Commerce Committee has still not acted on the legislation due to several controversial issues, most recently, a stalemate over a proposal that would raise the pilot retirement age from 65 to 67. Once these issues are resolved, the Committee will need to approve the bill before informal discussions on a final bill can begin with the House.

Currently, the FAA is operating under an extension of their authority which expires on March 8th. Given the new issues surrounding the grounding of Boeing's 737 Max 9 planes-- there is renewed pressure on Congress to consider the FAA Reauthorization bill in the Senate and work toward a final multi-year bill.

Cost: \$ 85,000

Budgeted for: _____ Yes _____ No

Financial Impact:

Action Requested from Council:



CONTRACT

DENMARK ASHBY LLC, on behalf of CLAYTON COUNTY ENTITIES

AND

CARPI & CLAY, INC.

This is a Professional Services Contract between Denmark Ashby LLC, on behalf of the Clayton County Entities (CCE) and Carpi & Clay, Inc. (Consultant)

Denmark Ashby LLC, on behalf of the CCE, and Consultant agree to the following terms:

1. **DUTIES OF CONSULTANT:** Consultant will provide federal government relations and consulting services working to restore the ability of CCE to retain revenues from general sales taxes on aviation fuels.
2. **TERM OF THE CONTRACT:** The term of this contract shall be for a twelve-month period commencing February 1, 2024, and ending January 31, 2025 unless the parties by mutual agreement extend the contract.
3. **COMPENSATION BY DENMARK ASHBY LLC OF CONSULTANT:** The compensation payable by Denmark Ashby, on behalf of the CCE, of Consultant shall be a \$3,500 per month retainer. Such compensation shall be paid on a monthly basis upon receipt of monthly invoices from Consultant.
4. **CONSULTANT EXPENSES:** The retainer in Paragraph 3 shall be the entire compensation for Consultant, including all expenses incurred by Consultant in the normal course of business. Exception: For travel outside of Washington, D.C., incurred by Consultant for CCE, which is approved by CCE, Consultant shall be reimbursed for reasonable and necessary travel expenses directly incurred.

The following individuals shall serve as the primary points of contact, unless otherwise agreed by the parties:

Denmark Ashby

Winston A. Denmark, Managing Partner
 100 Hartsfield Centre Parkway, Suite 400
 Atlanta, GA 30354
 (770) 478-9950
 wdenmark@denmarkaskby.com

Carpi & Clay, Inc.

Channon Hanna, Principal
601 New Jersey Avenue, NW Suite 300
Washington, DC 20001
(202) 822-8311
channa@carpiclay.com

Agreed to by:

Winston A. Denmark, Managing Partner
Denmark Ashby LLC

Date

Kenneth Carpi, Managing Partner
Carpi & Clay, Inc.

Date

LEGISLATIVE HISTORY OF BILLS AND AMENDMENTS SEEKING TO OVERTURN FAA’S POLICY ON GENERAL SALES TAXES

[FAA-2013-0988 Federal Aviation Administration Policy and Procedures Concerning the Use of Airport Revenue; Proceeds from Taxes on Aviation Fuel](#)

- **November 21, 2013** – FAA proposes “Policy and Procedures Concerning the Use of Airport Revenue” with comments due by January 21, 2014.
- **January 31, 2014** – FAA reopens the comment period until March 3, 2014
- **November 7, 2014** – FAA posts final policy effective on December 8, 2014.

CONGRESS	AMENDMENT/BILL	SPONSOR	CO-SPONSOR	DESCRIPTION	ACTION
114 th	<u>Amendment #21</u> to H.R. 4441	Napolitano (D-CA)	None	Overturns FAA policy	02.11.16 - filed in House T&I markup; withdrawn
115 th	<u>Amendment #17</u> to H.R. 2997	Lowenthal (D-CA)	Napolitano (D-CA)	Overturns FAA policy	06.27.17 –filed in House T&I markup; withdrawn
115 th	<u>Amendment #27</u> to H.R. 2997	Lowenthal (D-CA)	Napolitano (D-CA) Garamendi (D-CA) Huffman (D-CA) Bass (D-CA) Lewis (D-GA) Scott (D-GA)	Grandfathers in current voter approved sales taxes from the FAA policy and clarifies the policy so that funds can be reinvested in transportation projects	10.05.17 – filed in House Rules Committee
115 th	<u>Amendment #154</u> to H.R. 2997	Lewis (D-GA)	None	Overturns FAA policy and restores the right of local governments that do not own or operate an airport to collect general sales taxes that capture jet fuel sales within their jurisdiction.	10.05.17 – filed in House Rules Committee

115 th	Language in Report 115-138 to accompany S.1655 , FY 2018 THUD Appropriations bill	Feinstein (D-CA)	None	Encourages DOT to postpone enforcement and work with local governments to develop a path forward to allow the use of local sales tax purposes consistent with their enactment	Enacted; was not removed by final FY 2018 bill or conference report
116 th	H.R. 2939 – the State and Local General Sales Tax Protection Act	Napolitano (D-CA)	Scott (D-GA) Lewis (D-GA) Lowenthal (D-CA) Huffman (D-CA) Rouda (D-CA) Carbajal (D-CA) Garamendi (D-CA) Schiff (D-CA) Eshoo (D-CA)	Exempts state and local sales general sales taxes from FAA policy	05.23.19 – Introduced; referred to House T&I Committee, Aviation Subcommittee
116 th	Amendment #133 to H.R. 2	Napolitano (D-CA)	Scott (D-GA) Lewis (D-GA) Lowenthal (D-CA) Huffman (D-CA) Garamendi (D-CA) Rouda (D-CA) Schiff (D-CA)	Overturns a 2014 FAA policy change and reestablishes previous FAA interpretation and enforcement that the restriction on the use of aviation fuel tax revenues for airport purposes applies to excise taxes and not general sales taxes.	06.25.20 – filed in the House Rules Committee 06.29.20 – Made In Order by the House Rules Committee and included in En Bloc Group C to H.R. 2 06.30.20 – Amendment (En Bloc C) approved by voice vote. 07.02.20 – H.R. 2 approved in House

					by a roll call vote of 233-188.
116 th	Language in the Explanatory Statement that accompanied the Senate FY 2021 THUD Appropriations bill	Feinstein (D-CA)	None	Encourages DOT to continue to work with state and local governments to develop a path forward allow the use of local sales tax revenues generated on the sale of aviation fuel that is consistent with their enactment.	Explanatory Statement was attached to Committee introduced bill. Bill did not see action in Committee or in full Senate.
116 th	Language in the Explanatory Statement that accompanied Division L of H.R. 133, the FY 2021 Omnibus and COVID Relief and Response Act	Feinstein (D-CA)	None	Encourages DOT to continue to work with state and local governments to develop a path forward allow the use of local sales tax revenues generated on the sale of aviation fuel that is consistent with their enactment.	12.21.20 – H.R. 133 approved in House by vote of 359-53 12.21.20 – Approved in Senate by vote of 92-6
117 th	H.R. 3618 – the State and Local General Sales Tax Protection Act	Napolitano (D-CA)	Scott (D-GA) Garamendi (D-CA) Huffman (D-CA) Lowenthal (D-CA) Schiff (D-CA) Williams (D-GA)	Exempts state and local sales general sales taxes from FAA policy.	05.28.21 – Introduced; referred to House T&I Committee
117 th	S. 2859 - a bill to amend title 49, United States	Warnock (D-GA)	Ossoff (D-GA) Padilla (D-CA)	Exempts state and local sales general sales taxes from FAA policy.	09.27.21 – Introduced; referred to the

	Code, to clarify the use of certain taxes and revenues				Senate Commerce Committee
118 th	H.R. 695 – the State and Local General Sales Tax Protection Act	Napolitano (D-CA)	Williams (D-GA) Huffman (D-CA) Garamendi (D-CA) Scott (D-GA)	Exempts state and local sales general sales taxes from FAA policy.	02.02.23 – Introduced; referred to House T&I Committee
118 th	S. 882 – a bill to amend title 49, United States Code, to clarify the use of certain taxes and revenues	Warnock (D-GA)	Ossoff (D-GA) Padilla (D-CA)	Exempts state and local sales general sales taxes from FAA policy.	03.21.23 – Introduced; referred to the Senate Commerce Committee
118 th	Amendment #12 to H.R. 3935	Napolitano (D-CA)	None	Exempts state and local sales general sales taxes from FAA policy.	06.13.23 – filed in House T&I markup; withdrawn
118 th	S.1939 – FAA Reauthorization Act of 2023 (Section 624)	Cantwell (D-WA)	Cruz (R-TX) Duckworth (D-IL) Moran (R-KS)	Exempts Clayton County local general sales taxes from FAA policy.	06.12.23 – Introduced; referred to Senate Commerce Committee
118 th	Amendment #86 to H.R. 3935	Napolitano (D-CA)	Scott (D-GA) Williams (D-GA) Garamendi (D-CA) Huffman (D-CA)	Exempts state and local sales general sales taxes from FAA policy.	07.12.23 – filed in House Rules Committee

File Attachments for Item:

5. Council Discussion and Approval of the Service Agreement with Georgia Power to install the lighting on the new Welcome Signs – Executive Offices

Background/History:

The City has completed the construction of the Welcome Signs. The original design for the monument signs did not include lights for the signs. The new Welcome Signs are the first interaction that visitors have with our community and the first impression visitors will have of our City. The new signs are incredibly impactful on visitors entering our community and lighting the signs would have a greater impact at night.

Staff is seeking approval to move forward with Service Agreement with Georgia Power to install and maintain lighting for the new Welcome Signs.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Welcome Sign Lighting – Executive Office

Submitted By: James Shelby

Date Submitted: 02-1-2024

Work Session Date: 02-05-2024

Council Meeting Date: 02-05-2024

Background/History:

The City has completed the construction of the Welcome Signs. The original design for the monument signs did not include lights for the signs. The new Welcome Signs are the first interaction that visitors have with our community and the first impression visitors will have of our City. The new signs are incredibly impactful on visitors entering our community and lighting the signs would have a greater impact at night.

Staff is seeking approval to move forward with Service Agreement with Georgia Power to install and maintain lighting for the new Welcome Signs.

Cost: \$ 12,680.00 -

Budgeted for: Yes No

Financial Impact: Does not impact General Funds

Funding Source: 325-22-4224-54-1210

Action Requested from Council:

Action Requested from Council: Approval of a Service Agreement with Georgia Power to install and maintain lights for the new Welcome Signs.



City of Forest Park
745 Forest Pkwy
Forest Park, GA 30297
RE: Welcome Sign Lighting

January 22, 2024

Mr. Shelby,

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

Georgia Power Company proposes the following lighting installations for the new City of Forest Park Welcome Signs:

Sign 2 – Jonesboro Rd @ Metcalf

- Install 120' of new overhead conductor
- Install 30' of new underground conductor
- Install 2 new 50 watt LED façade fixture on concrete façade base

Sign 3 – Forest Pkwy

- Install 320' of new overhead conductor
- Install 20' of new underground conductor
- Install 1 new 50 watt LED façade fixture on concrete façade base

Sign 4 – Forest Pkwy

- Install 80' of new underground conductor
- Install 1 new 50 watt LED façade fixture on concrete façade base

Sign 5 – Old Dixie Highway @ 285 ramp

- Install 150' of new overhead conductor
- Install 80' of new underground conductor
- Install 1 new 50 watt LED façade fixture on concrete façade base

Pricing options are as follows:

\$0 Prepayment = \$343.25/month*
\$12,680 Prepayment = \$172.50/month*

*Taxes not included

**Does not include damage by others



Service Agreement:

1-month initial term, renews month to month after the initial term. Georgia Power retains ownership of the system. All materials, labor, maintenance, & discounted energy is included.**

Prepayment can be adjusted between the two amounts shown. Higher prepay = lower \$/month

Please let me know if you have any questions and how you would like to proceed.
This proposal is valid for (30) days from the above date.

Sincerely,

Joe Cobb
Georgia Power Company
Lighting & Smart Services
770-550-2028
jocobb@southernco.com

*Taxes not included

**Does not include damage by others

File Attachments for Item:

6. Council Discussion and Approval of a Software with OpenGov/Carahsoft- Finance Department

Background/History:

In alignment with the ongoing efforts to propel the City of Forest Park forward through the Digitization Strategy presented in the FY23-24 Financial Budget hearing, the Department of Finance seeks Council approval to adopt OpenGov, a robust Financial Reporting and Procurement Solution. The primary objective of this initiative is to leverage OpenGov to enhance collaboration between City departments, improve visibility throughout the budget and procurement processes, and facilitate scalability as the City continues its growth and success.

The adoption of OpenGov represents a significant step forward in the City of Forest Park's commitment to digital transformation. It promises to enhance collaboration, streamline processes, and provide transparency to both internal and external stakeholders, contributing to the continued growth and success of our community. We look forward to the Council's support in moving this initiative forward.



City Council Agenda Item

Subject: Department of Finance Software Request – OpenGov / Carahsoft

Submitted By: Jeremi K. Patterson

Date Submitted: 01/31/2024

Work Session Date: 02/05/2024

Council Meeting Date: 02/05/2024

Background/History:

In alignment with the ongoing efforts to propel the City of Forest Park forward through the Digitization Strategy presented in the FY23-24 Financial Budget hearing, the Department of Finance seeks Council approval to adopt OpenGov, a robust Financial Reporting and Procurement Solution. The primary objective of this initiative is to leverage OpenGov to enhance collaboration between City departments, improve visibility throughout the budget and procurement processes, and facilitate scalability as the City continues its growth and success.

Benefits of the upgrade:

1. **Efficiency:** OpenGov is designed to streamline financial reporting and procurement processes, leading to increased efficiency within the Finance Department.
2. **Strategic Decision-Making:** The platform allows the City to make informed decisions by easily creating scenarios that align the budget with strategic goals.
3. **Strategic Alignment:** The platform supports the alignment of the budget with strategic goals, ensuring fiscal decisions are in harmony with the City's overall vision.
4. **Scalability:** As the City grows, OpenGov provides a scalable solution that can adapt to changing needs and increasing demands on financial and procurement systems.
5. **Enhanced Vendor Relationships:** OpenGov simplifies vendor interactions, enabling them to easily bid and respond to critical projects, fostering a more efficient and transparent procurement process. Vendors will experience a more user-friendly interface, simplifying interactions and promoting a more transparent and competitive bidding process locally and nationwide.
6. **Transparency:** OpenGov includes a transparency platform that allows the City to communicate its performance to key internal and external stakeholders, aligning with the desired outcomes important to the community.

The adoption of OpenGov represents a significant step forward in the City of Forest Park's commitment to digital transformation. It promises to enhance collaboration, streamline processes, and provide transparency to both internal and external stakeholders, contributing to the continued growth and success of our community. We look forward to the Council's support in moving this initiative forward.

Cost: \$99,970.44

Budgeted for: **Yes** **No**

Financial Impact:

The Finance Department has acquired a quote for a 3-year service commitment for a total of \$196,551.46. The initial cost for year one will be \$93,088.10 which includes Implementation, Deployment and Prorated Annual Licensing. Year 2 cost is 52,962.88 for Licensing and year 3 cost is 50,500.48 for Licensing.

The Initial Funding of \$93,088.10 will come from the ARPA Grant: GL# 253-24-1535-52-1003.

Subsequent Subscription(s) will be budgeted into the ARPA Grant: GL# 253-24-1535-52-1003 for \$52,962.88 in FY 24-25 Budget and \$50,500.48 in FY 25-26 Budget.

Action Requested from Council:

The Department of Finance recommends that the Mayor and City Council approves the adoption of OpenGov as the Financial Reporting and Procurement Solution for the City of Forest Park, in line with the Digitization Strategy outlined in the FY23-24 Financial Budget.



Invoice

Date 1/31/2024	Item #6.
Invoice Number 24016196INV	

Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, Virginia 20190

Phone: (703) 871-8500
Fax: (703) 871-8505

Bill To:
City of Forest Park, GA
ATTN: Jeremi Patterson
745 Forest Pkwy
Forest Park, GA, 30297

Ship To:
City of Forest Park, GA
ATTN: Jeremi Patterson
745 Forest Pkwy
Forest Park, GA, 30297

PO Number PENDING PO - 42001117		Order Date	Customer No.	Salesperson Heather Castellanos	Order No. 24016196	Ship VIA ESD	Terms PP
Quantity	Item Number	Start/End Date	Description		Unit Price	Extended Price	
1.00	OG-SWFO-B2040M -AR-3Y-491	2/1/2024 6/30/2024	OpenGov Procurement - Between \$20-40 Million - 3Y		4,837.20	4,837.20	
1.00	OG-SWBA-B2040M -AR-3Y-491	2/1/2024 6/30/2024	Budgeting and Planning - Between \$20-40 Million - 3Y		12,368.70	12,368.70	
380.00	OG-PSBH-B2040M- OT-0Y-491	2/1/2024 6/30/2024	Custom Professional Services Deployment - Fixed Fee - Between \$20-40 Million - 0Y		199.69	75,882.20	

Remit to: Carahsoft Technology Corporation 11493 Sunset Hills Road Ste 100 Reston, VA 20190 FEIN 52-2189693 DUNS 088365767 CA Sales Tax # SC OHB 100-529633 For questions on this invoice, please contact AR at 703-581-6566 or via email at AR@Carahsoft.com	Currency USD unless otherwise specified	Subtotal	93,088.10
		Total Sales Tax	
		Total Amount	93,088.10
		Less Payment	
		Amount Due	93,088.10

PRICE QUOTATION
CARASOFT TECHNOLOGY CORP

Item #6.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM



TO: Jeremi Patterson
 City of Forest Park, GA
 745 Forest Pkwy
 Forest Park, GA 30297 USA

FROM: Heather Castellanos
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: jpatterson@forestparkga.gov

EMAIL: Heather.Castellanos@carahsoft.com

PHONE:

PHONE: (571) 662-3750

TERMS: Contract Number: 99999-SPD-T20190814-0001
 NASPO Master Contract Number: AR2472
 Contract Term: 08/14/2019 to 09/15/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 42001117
QUOTE DATE: 11/21/2023
QUOTE EXPIRES: 01/31/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$196,551.46
TOTAL QUOTE: \$196,551.46

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
TERM 1						
1	OG-SWFO-B2040M-AR-3Y-491	OpenGov Procurement - Between \$20-40 Million - 3Y OpenGov, Inc. - OG-SWFO-B2040M-AR-3Y Start Date: 02/01/2024 End Date: 06/30/2024	\$15,399.72	\$4,837.20	COOP 1	\$4,837.20
2	OG-SWBA-B2040M-AR-3Y-491	Budgeting and Planning - Between \$20-40 Million - 3Y OpenGov, Inc. - OG-SWBA-B2040M-AR-3Y Start Date: 02/01/2024 End Date: 06/30/2024	\$37,502.64	\$12,368.70	COOP 1	\$12,368.70
3	OG-PSBH-B2040M-OT-0Y-491	Custom Professional Services Deployment - Fixed Fee - Between \$20-40 Million - 0Y OpenGov, Inc. - OG-PSBH-B2040M-OT-0Y Start Date: 02/01/2024 End Date: 06/30/2024	\$352.80	\$199.69	COOP 380	\$75,882.20
TERM 1 SUBTOTAL:						\$93,088.10
TERM 2						
4	OG-SWFO-B2040M-AR-3Y-491	OpenGov Procurement - Between \$20-40 Million - 3Y OpenGov, Inc. - OG-SWFO-B2040M-AR-3Y Start Date: 07/01/2024 End Date: 06/30/2025	\$15,399.72	\$13,521.55	COOP 1	\$13,521.55
5	OG-SWBA-B2040M-AR-3Y-491	Budgeting and Planning - Between \$20-40 Million - 3Y OpenGov, Inc. - OG-SWBA-B2040M-AR-3Y Start Date: 07/01/2024 End Date: 06/30/2025	\$37,502.64	\$34,574.61	COOP 1	\$34,574.61
6	OG-PSBH-B2040M-OT-0Y-491	Custom Professional Services Deployment - Fixed Fee - Between \$20-40 Million - 0Y OpenGov, Inc. - OG-PSBH-B2040M-OT-0Y Start Date: 07/01/2024 End Date: 06/30/2025	\$352.80	\$202.78	COOP 24	\$4,866.72
TERM 2 SUBTOTAL:						\$52,962.88

PRICE QUOTATION
CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

Item #6.



LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
TERM 3						
7	OG-SWFO-B2040M-AR-3Y-491	OpenGov Procurement - Between \$20-40 Million - 3Y OpenGov, Inc. - OG-SWFO-B2040M-AR-3Y Start Date: 07/01/2025 End Date: 06/30/2026	\$15,399.72	\$14,197.50	COOP 1	\$14,197.50
8	OG-SWBA-B2040M-AR-3Y-491	Budgeting and Planning - Between \$20-40 Million - 3Y OpenGov, Inc. - OG-SWBA-B2040M-AR-3Y Start Date: 07/01/2025 End Date: 06/30/2026	\$37,502.64	\$36,302.98	COOP 1	\$36,302.98
TERM 3 SUBTOTAL:						\$50,500.48
SUBTOTAL:						\$196,551.46
TOTAL PRICE:						\$196,551.46
TOTAL QUOTE:						\$196,551.46

Billing Frequency: Annually in Advance

Opengov Terms of Service

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov services is pursuant to the OpenGov End User License Agreement set forth at <https://opengov.com/terms-of-service/end-user-license-agreement/>

****PLEASE NOTE****

Please be sure to include any applicable contract numbers on your purchase order, as well as, all billing and shipping emails and mailing addresses to ensure your order can be processed in a timely manner.

For orders that may be subject to taxes, please provide the end user's mailing address so the correct tax rate, if any, can be applied.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PURCHASE OF OPEN GOV SOFTWARE PURSUANT TO STATE CONTRACT WITH CARAHSOFT TECHNOLOGY CORP.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City’s Finance Department desires to utilize the OpenGov Software System to enhance and streamline its financial reporting and procurement efforts; and

WHEREAS, pursuant to Sec. 3-1-9(b)(3) of the City’s Code of Ordinances, competitive bids are not required for purchases made pursuant to a state contract; and

WHEREAS, the State of Georgia has an existing contract with Carahsoft Technology Corp. for OpenGov and related cloud solutions (Contract No. 99999-SPD-T20190814-0001).

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Vendor. Carahsoft Technology Corp’s proposal as presented to the Council on February 5, 2024, is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 5th day of February, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

7. Council Discussion and Approval on the use of Drones for the Police Department- Police Department

Background/History:

Drones have proven to be valuable assets in enhancing police operations and bolstering public safety. Their ability to offer real-time surveillance, collect vital evidence, and access inaccessible areas makes them invaluable tools in combating crime.

Drone as First Responder (DFR) boast numerous advantages, including decreased response time and heightened safety for both law enforcement officers and communities. When a 911 call is received, a trained police officer can deploy a drone to the emergency site while patrol cars are en route, ensuring swift and efficient response even before officers arrive on the scene.

The Justice Forfeiture Account will be utilized to cover the annual cost of \$80,000 for the three-year contract.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion and Approval - Drones

Submitted By: Brandon L. Criss, Chief of Police

Date Submitted: January 30, 2024

Work Session Date: February 5, 2024

Council Meeting Date: February 5, 2024

Background/History:

Drones have proven to be valuable assets in enhancing police operations and bolstering public safety. Their ability to offer real-time surveillance, collect vital evidence, and access inaccessible areas makes them invaluable tools in combating crime.

Drone as First Responder (DFR) boast numerous advantages, including decreased response time and heightened safety for both law enforcement officers and communities. When a 911 call is received, a trained police officer can deploy a drone to the emergency site while patrol cars are en route, ensuring swift and efficient response even before officers arrive on the scene.

The Justice Forfeiture Account will be utilized to cover the annual cost of \$80,000 for the three-year contract.

\$80,000 annually (x3 years)
Cost: \$ \$240,000 Total contract value

Budgeted for: _____ **Yes** **No**

Financial Impact: With approval, the purchase will be funded from the Justice Forfeiture Account.

Action Requested from Council:

Discussion and Vote

PALADIN ORDER FORM

1. **Parties:** This Agreement (“**Agreement**”) is entered into on **TBD** (“**Effective Date**”), by and between Paladin Drones, Inc., a Delaware corporation having its principal place of business at 11241 Richmond Ave, Ste E102, Houston, TX 77082 (hereinafter, “**Paladin**”) and **Forest Park Department, GA**, with an address of **320 Cash Memorial Blvd, Forest Park, GA 30297** (hereinafter, “**Customer**”); and collectively the “**Parties.**”
2. **Consideration.** WHEREAS Customer agrees to pay the amount listed under Exhibit A of this Order Form; AND WHEREAS, Paladin agrees to provide drone services and equipment; THEREFORE, for good and valuable consideration, the sufficiency of which are hereby acknowledged, Customer and Paladin agree as follows:
3. **Definitions.** All definitions under this contract are subject to the definitions listed under the attached Terms and Conditions (hereinafter, “**Exhibit B**”).
4. **Incorporation of Exhibit.** This Agreement includes Paladin Quote (i.e., Exhibit A), Paladin Terms & Conditions (i.e., Exhibit B), and Additional Terms and Conditions (i.e., Exhibit C).
5. **Superseding Clause of Exhibits.** Paladin Terms and Conditions (i.e., Exhibit B), is superseded by Additional Terms and Conditions (i.e., Exhibit C).

Initial Effective Date: TBD Final Term End Date: 3 years after TBD Pricing Package: Advanced Package	Billing Frequency: Annually Payment Terms: Net 30 days Price: See Exhibit A
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6. **Services.** As part of the Onboarding Services, Paladin will provide Implementation Services. Subject to the terms described infra, Paladin will grant Customer access to the Watchtower software, and provide Support Services during an Active Term. The same will be offered with each Renewal Term.
7. **Fees.** Paladin will charge Customer a recurring Annual Subscription Fee in accordance with this Agreement. Paladin’s offered Price (see Exhibit A) is only available for sixty (60) from the date of the offer. The Subscription Fee has a minimum term of one (1) year from the date set forth in Exhibit B. Renewal Terms will begin on the date of the Renewal Agreement. Customer understands that additional drones can only be added at the beginning of a Term. Upon full payment of any Term, Customer will own the Drone free and clear of any lien or interest by Paladin.
8. **Implementation Services.** During any Active Term, Customer is granted Implementation Services at any time during an Active Term, which include but are not limited to customized Customer support, training, and Onboarding Services (*see Exhibit B Sec. 1 for details*).

- 9. Billing.** Unless otherwise provided in Exhibit C, all Fees will be due and payable in advance on the terms indicated herein, and each invoice will be emailed to the Customer's billing contact indicated below. Customer accepts an emailed invoice as an actual invoice and will not require a written invoice as a condition for payment.
- 10. Renewal Term.** The Agreement is subject to renewal on the terms set forth in Exhibit B. The Pricing Package applicable for each Renewal Term will be determined based on the aggregate amount of Customer Selected Applications at the time of renewal. Exhibit A's pricing offer is only available for sixty (60) days from the date of the offer. *See* specific pricing in Exhibit A. The Customer understands that they may add additional Drone(s) throughout any term and that **Adding a Drone will dissolve the remainder of the Active Term and start a Renewal Term from the date of the renewal Agreement's respective Exhibit B.**
- 11. Termination.** The Agreement is subject to early termination on the terms set forth in Exhibit B.
- 12. Time of the Essence.** Time is of the essence in the performance of Parties' obligations herein.
- 13. Entire Agreement.** By executing this Agreement, each party agrees to be bound by its terms, and the Incorporated Documents, collectively the "Agreement." This Agreement contains the entire agreement among the Parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto, unless set forth in a document executed by the Parties contemporaneously with this Agreement. If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Paladin and Customer, the terms of this Agreement shall control, but shall be superseded only by terms in Exhibit C, which shall be Customer's additional terms.
- 14. Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under the Agreement, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Paladin IP.
- 15. Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, PALADIN IP IS PROVIDED "AS IS," AND PALADIN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET

FORTH IN THE TERMS & CONDITIONS.

16. Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

17. Authority to Execute Agreement. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Paladin Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

(Signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

PALADIN DRONES INC.

By:

Name: Divy Shrivatava

Title: CEO

**FOREST PARK POLICE
DEPARTMENT, GEORGIA**

By:

Name:

Title:

The terms and conditions of this Agreement govern all transactions contemplated by this Agreement, including all orders by Customer. Any proposed purchase order and/or other document submitted by Customer is null and void.

Exhibit A
PALADIN QUOTE

[See attached.]

Forest Park Police Dept, GA

Forest Park Police Dept, GA

320 Cash Memorial Blvd
 Forest Park, GA 30297
 US

Brandon Criss

bcriss@forestparkga.gov
 404-366-7280

Reference: 20240125-095529298

Quote created: January 25, 2024

Quote expires: April 24, 2024

Quote created by: Kal Kadah

Sales Director

Kal.Kadah@paladindrone.io

+17709007643

Comments from Kal Kadah

The referenced Quote provides an all-inclusive pricing package with an annual subscription fee for a three (3) year term.

Products & Services

Item & Description	Quantity	Unit Price	Total
<p>Advanced Package</p> <p>The Advanced Package is an all-inclusive base annual subscription fee which includes one (1) EXT Module, one (1) new M30T drone, one (1) new docking station, connectivity for one (1) drone to Watchtower Software, FAA and BVLOS Compliance review and set-up, delivery, implementation, training, customer support, unlimited users, unlimited data storage, unlimited maintenance, repairs, and battery replacements.</p>	1	\$49,000.00 / year	\$45,000.00 / year after \$4,000.00 discount for 3 years
<p>Add-On Docking Station Package</p> <p>The Add-On Docking Station is an all-inclusive annual subscription fee which includes one (1) new docking station, one (1) new M30T drone, one (1) EXT Module, connectivity for one (1) docking station to Watchtower Software, connectivity for one (1) drone to Watchtower Software.</p>	1	\$35,000.00 / year	\$35,000.00 / year for 3 years

Annual subtotal

\$80,

Item #7.

after \$4,000.00 discount

Total

\$80,000.00

Total contract value

\$240,000.00

Purchase terms

Questions? Contact me



Kal Kadah

Sales Director

Kal.Kadah@paladindrone.io

+17709007643

Paladin

708 Main St

Houston, Texas 77002

United States

Exhibit B
PALADIN Terms and Conditions

[See attached.]

EXHIBIT B
Paladin Terms and Conditions

PALADIN'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (hereinafter, "**Terms & Conditions**").

By executing the Order Form, the Customer agrees to be bound by these Terms.

1. Definitions and Provisions

Capitalized terms used in the "Agreement" have the meanings set forth in this section.

"Active Term" means a term for which Customer has a current subscription for service from Paladin. Active Terms become "Inactive Terms" upon the completion of their specified period and may be partitioned by several Implementation Periods which are limited by the Term End Date (e.g., If the contract is for three years, the active term shall be the three years, and each year shall be an Implementation Period).

"Add-Ons" means the addition of one or more Drone (e.g., M30, M30T, M350, etc.) and/or Drone with a Docking Station under the Advanced Package.

"Advanced Package" means one of three Package types that includes a Paladin issued M30T Drone, or similar, fitted with an EXT Module and Docking Station. This package does not require Client to provide its own Drone. This is the top package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. Upon payment of the initial Implementation Period Client will own the provided Drone, and EXT module, and Docking Station. At Client's option, it may renew its term and add Add-ons. The Watchtower software will serve the hardware.

"Aggregated Statistics" means data and information related to Customer's use of the Services that are used by Paladin in an aggregate and anonymized manner, including statistical and performance information related to the Services to improve its products and services.

"Agreement" means, collectively and to the extent applicable the Paladin Order Form, these Terms & Conditions (i.e., Exhibit B), Exhibit A, and Exhibit C, and any other Incorporated Documents.

"Application Obligations" means, collectively, Customer's debt, and other financial obligations relevant to the Application Services.

"Application Services" means management and compliance software-as-a-service application. Generally, this refers to but is not limited to the Watchtower software. These services are included during an Active Term.

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

"Authorized User" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services. Additionally, any user of the provided Software, and/or Equipment with the explicit, implicit, or tacit authorization of Customer.

"Confidential Information" means any information in any form related to the Agreement, disclosed by a party (the **"Discloser"**), or disclosed on behalf of such party by its affiliates or representatives, to another (the **"Recipient"**), including without limitation any trade secrets, technology, technical data, source code, object code, software, inventions, know-how, information that Discloser considers and treats as confidential, or that a reasonable person would believe is confidential based on the nature of the information. Confidential Information does not include information that (i) at the time of disclosure, is available to the general public, (ii) becomes available to the general public through no fault of Recipient, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to Discloser, (iv) is known to Recipient at the time of disclosure, as demonstrated by documentary evidence, (v) is developed independently by Recipient without access to any of Discloser's Confidential Information, or (vi) is approved for disclosure by prior written permission of Discloser or a corporate officer, including without limitation pursuant to the terms of this Agreement.

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

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

"Customer Terms" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form, and/or as contained in Exhibit C. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"Delivery Date" means the first day of delivery of the included equipment.

"Delivery Point" means the location agreed by Parties to be where Customer shall receive their Equipment. If no designation is made then the default delivery point shall be the address listed on the Paladin Purchase Order for Customer.

"Documentation" means any documents, FAA certification and the documents and processes required for the acquisition of such, training materials, information, directions, explanations, or material, concerning the Equipment and/or the Watchtower Products, whether produced by or for Paladin, for the use of the Equipment and/or Watchtower

Software, in whatever form, and including without limitation the Specifications. Including, Paladin's end user documentation and content, regardless of media, relating to the Services made available from time to time on Paladin's website at paladindrone.io.

"Drone" means an unmanned aerial vehicle (UAVs), and refers to Select Drone(s) by Customer.

"Drone as a Service Fees" has the meaning set forth in Section 6 (Prices and Fees) of this Agreement.

"Effective Date" means the date that the Agreement designates in its Terms as "Effective Date". Refer to Exhibit A and C. If no Effective Date is designated by the Parties, then the default Effective Date is the date Client signed the Agreement (i.e., Paladin Purchase Order Form and Exhibit B).

"Equipment" means (1) EXT Module; (2) Select Drone; and/or (3) Docking Station.

"Fee" means an amount owed for services pursuant to the Agreement.

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

"Governing State" means the State of Delaware.

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

"Implementation Period" for a twelve (12) month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter.

"Implementation Services" means the services provided to Customer during an Implementation Period (i.e., on an annual basis as limited by the Term End Date), including tailored Customer support, instructions, review of Application Obligations, and entry of relevant Customer Data.

"Inactive Term" means any period that is not an Active Term and usually follows the end of a subscription period when no renewal for service is made prior to the end of that Active Term.

"Incorporated Documents" means, collectively, Exhibit A, Exhibit B, Exhibit C.

"Initial Term" means the term of the services beginning on the Effective Date and

ending on the term End Date, as established in the Paladin Order Form (see pg. 1, section 5).

"Intellectual Property Rights" means all intellectual property and proprietary rights anywhere in the world under the laws of any state, country, territory, and/or other jurisdiction, as may now exist or hereafter come into existence, whether statutory, common law, or otherwise, including without limitation any and all patent rights (including patent applications and disclosures), copyright rights, trade secret rights, moral rights, know-how, database rights, mask work rights, rights of publicity, Marks (whether registered or unregistered), and all goodwill relating to the foregoing and any and all applications therefore and registrations, renewals, and extensions thereof. "Mark" means any trademark, trade name, trade dress, service mark, corporate name, design, logo, device, domain name, and/or other indicator of the source or origin of any product or service.

"Launch Package" means one of three Package types that includes a Paladin issued M30 Drone fitted with its EXT Module. This package does not require Client to provide its own Drone. This is the middle package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. At the end of the Agreement Term Client will own the provided Drone and EXT module and may at Client's option renew its term and Add-Ons. The Watchtower software will serve the hardware.

"Legal title" means unconditional ownership of a tangible asset.

"Offer" means a conditional proposal made by a Party, which becomes legally binding if accepted by the offeree.

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

"Order Form" means (1) the order document executed and delivered by Paladin and Customer for the Initial Term or (2) to the extent applicable, any subsequent Order Form document executed and delivered by Paladin and Customer for any Renewal Term.

"Package Type" means the selected package by Customer to facilitate its Drones. Customer may select from the following packages: Turn-Key, Launch, or Advanced.

"Paladin" means Paladin Drones Inc., d/b/a Paladin, a Delaware corporation, and its permitted successor and assigns.

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

intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"Paladin Order Form" means the document named Paladin Order Form, and incorporated into these terms herein by reference, and which when executed by both parties hereto, shall form a part of Party's Agreement and Parties agree to be subject to its terms.

"Privacy Policy" means, collectively, Paladin's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to Paladin's website, in general, and as updated from time to time in accordance with their terms found at <https://paladindrone.io/privacy-policy/>.

"Provided Software" means any software which Paladin has made available by any means to Customer. Generally this refers to but is not limited to the Watchtower software.

"Regular Use" means in accordance with the terms of this Agreement, autonomous flight and manual control of the drone through Paladin's Watchtower Software

"Renewal Agreement" means an Agreement that follows or extends a former Agreement for the purpose of extending or maintaining a service with Paladin.

"Renewal Term" means any Active Term that is renewed subject to the terms of an Agreement, or Renewal Agreement but prior to becoming an Inactive Term.

"Section number (#)" means any section within this document that is referenced to with its section number and/or subsection (e.g., where a section refers to section 3, then this means that the terms in section 3 are to be read to have been replicated in that referencing section).

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"Select Drones" means Drones that are offered based on the selected Package Type. Not all Drones are available for each package.

"Specifications" means those standards by which the Equipment and Watchtower Products must be operated, as set forth in Schedule C attached hereto and incorporated herein by reference.

"Support Services" means the general maintenance services and technical support provided in connection with the Application.

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

"Final Term End Date" means, the date no Renewal Term or Implementation Period shall proceed the last Active Term and the Services will terminate.

"Turn-Key Package" means one of three Package types that allows Customer to

bring their own Drone that is compatible with Paladin's EXT Module. This package is serviced by Paladin's Watchtower Software. This is the basic package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage.

"Unlimited Warranty" means during the life of the contract Paladin will repair, or replace, any provided equipment that is acquired under either the Launch Package and Advanced Package. These warranties are applicable only when Customer has used products in accordance with the terms of this agreement.

"User-error" means, while any Select Drone is being operated by a Pilot in Command (PIC) the Drone sustains damage as a result of the PIC's direct control.

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

"Watchtower Products" means the Watchtower Software.

"Watchtower Software" means the primary software licensed to allow users to interface with Select Drone(s), commission flight, develop, retain, and store data and reports for Parties analysis, view the live stream, and send commands to the drone during active situations.

"Website" means the websites of Paladin Drones, Inc., the primary web page URL of which is <https://paladindrone.io/>.

2. Access and Use.

a. Provision of Access. Subject to the terms and conditions of the Agreement, Paladin grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. Paladin will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services. Paladin agrees to provide instructions to the Customer, employees, agents, and related entities bound under the Agreement, to maintain the airworthiness of its drone(s) so that it is in a condition that is ready for service. Paladin will instruct Customer how to maintain all proper licensing and registration for itself and the drones so that they can legally be used for Customer's purposes when called upon.

b. Documentation License. Subject to the terms and conditions of the Agreement, Paladin grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes. Paladin does not exercise any control over the Drone or equipment

when it is in flight and Customer while using any features in the Documentation is the sole operator controlling the Drone, and or equipment.

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

d. Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. During the Term hereof, Customer shall not use the Equipment, Watchtower Products, and/or Documentation for any purposes except as set forth in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Watchtower Products and/or Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Watchtower Products and/or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Watchtower Products and/or Documentation, in whole or in part; (iv) reverse engineer, disassemble, or gain access to the interior components of the Watchtower Products and/or Documentation; (v) remove any proprietary notices from the Watchtower Products and/or Documentation; or (vi) use the Watchtower Products and/or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or entity, or that violates any applicable law. The Customer is responsible and liable for all uses of the Watchtower Products and/or Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

e. Protection of Equipment Trade Secrets. Customer acknowledges and agrees that the design, construction, and internal components, and other elements, of the Equipment provided under this Agreement are Confidential Information (and may include valuable trade secrets) and, as such, is protected under the terms of this Agreement. Customer agrees that any Disclosure of such would cause Paladin irreparable injury and damage without a need to prove the same. To ensure the protection of such information, Customer acknowledges its duty to implement reasonable precautions not to— open or disassemble the Equipment, nor any piece or component thereof, nor to otherwise investigate the internal components and operations of any of the Equipment. Customer agrees to use reasonable precautions to protect the Equipment from theft, inspection, investigation, discovery of the Equipment's components, design, construction, and/or other

elements, and any unauthorized use.

f. Suspension. Notwithstanding anything to the contrary in the Agreement, Paladin may temporarily suspend Customer's and any Authorized User's access to any or all the Services if:

(1) Customer is more than 45 days late in satisfying: All Application Obligations; Fees then due, or in accordance with, the terms of the Agreement.

(2) Paladin reasonably determines that:

(A) there is a threat or attack on any of the Paladin IP;

(B) Customer's or any Authorized User's use of the Paladin IP disrupts or poses a security risk to the Paladin IP or to any other customer or vendor of Paladin;

(C) Customer, or any Authorized User, is using the Paladin IP for fraudulent or illegal activities; or

(D) Paladin's provision of the Services to Customer or any Authorized User is prohibited by applicable law.

(3) Any vendor of Paladin has suspended or terminated Paladin's access to or use of any third-party services or products required to enable Customer to access the Services (i.e., "**Service Suspension**"). Paladin will use commercially reasonable efforts to—

(i) provide written notice of any Service Suspension to Customer,

(ii) provide updates regarding resumption of access to the Services, and

(iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Paladin is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur because of a Service Suspension.

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

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, Paladin will use commercially reasonable efforts to make the Application Services and Support Services available. Paladin will assist Customer in applying for FAA BVLOS waivers and instruct Customer to operate equipment in a legal manner. Paladin will start with one deployment location at a time and continue progressively until the agreed upon number of deployment locations for all UAS. In an effort to aid in Paladin's BVLOS process,

Paladin will provide training materials to the Customer which may enable it to self certify employees as Visual Observers (VOs). Paladin will provide training to officers on how to access and utilize the Paladin Watchtower in a “train the trainer” model.

Paladin will teach Customer how to dispatch the Hardware using the Software to emergency calls. Customer warrants that only personnel authorized by Customer may have access to the Live Stream from the drone. Customer will be taught on how to use Paladin’s software to view and stream on any compatible internet-connected device. Paladin will apply for Certificates of Authorization (i.e., “COA”) from the FAA on behalf of Customer and provide related training. Customer understands that Paladin will not provide FAA, Part 107, training. Customer agrees that only Authorized personnel who have undertaken training from Paladin may have access to the Paladin Watchtower software, which can convey the status of the drone, and how to tell the drone to conduct additional maneuvers if needed. All operations will be conducted by a Pilot in Command (PIC), who may be an FAA-certified pilot, and have manual override control of the drone to prevent malfunctions. Customer will provide the PICs needed to sustain this program.

Paladin’s training shall consist of :

1. Showing how to access Watchtower on their respective internet devices.
2. Showing how to view a live stream through the application.
3. Showing how to control the drone using the application.
4. Showing how to report problems if they come across them on the application.
5. After the initial training, and upon the written request of the Customer, Paladin will schedule a training course for new hires and to aid in maintaining Customer’s FAA compliance.

a. Paladin will provide training for the Customer to use the Equipment. This training will consist of:

1. Going over the maintenance list for the drone, and how to maintain airworthiness.
2. Teaching how to fly the drone autonomously using Watchtower.
3. Teaching how to fly the drone manually using the remote control.
4. Teaching how to fly the drone via LTE.
5. Teaching how to attach, detach, activate, deactivate, the LTE module that attaches to the drone and gives it LTE capabilities.

4. Fees and Payment.

a. Fees. Customer will pay Paladin the fees (“Fees”) set forth in the Order Form. Paladin will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Agreement (e.g., Exhibit A). Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, Paladin may, without limiting any of its other rights, after a five (5) day grace period, charge interest on the past due amount at the lowest of (1) the rate of 5% per month, (2) the rate established in Exhibit C, or (3) the maximum rate permitted under applicable law. Customer agrees to reimburse Paladin for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys’ fees.

b. **NET 30: PAYMENT IS DUE WITHIN 30 DAYS OF THE PALADIN ORDER FORM'S EFFECTIVE DATE.** The set-up process for all services and software begins upon receipt of the (1) signed Agreement (e.g., Paladin Purchase Order) and (2) the receipt of payment. If applicable, payment must include any Add-On(s) (i.e., physical equipment) purchased by Customer. Refunds are strictly waived by Client and agree that all sales are final. Client has the option to upgrade a Package Type at the end of any 12 month term, during an Active Term. If an upgrade is requested Parties must resign a new Agreement (i.e., Paladin Order Form). Payment is due according to the terms of the Agreement every 12 months from the Effective Date.

c. Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on Paladin's income. If Customer is a non-government entity, the Agreement Price (e.g., Exhibit A and C) will designate the total tax owed. Client agrees to be solely responsible for any tax obligations relating to its purchase, and if any errors are discovered or later calculated, Client agrees to cure any tax obligations as soon as practicable.

5. Equipment Provided to Customer

a. Conditional Ownership. Paladin offers to sell to Customer a service Package Type. Based on the selection made by Customer, Paladin shall grant an (1) EXT Module; (2) Select unmanned Drone; and/or (3) Docking Station. In the event Customer selects Add-Ons, they will be granted by Paladin and Legal Title shall pass to the Customer upon full payment of the Initial Term.

b. Pricing: Paladin's Order Form shall designate the offered price for services described in its Exhibit A (i.e., part of its Incorporated Documents).

c. Batteries: Each year, as specified in the Paladin Order Form, Customer shall be entitled to a designated number of batteries compatible with their Drone. These batteries are included at no additional charge; however, customer shall have the option to purchase extra batteries.

d. Repairs: Paladin warrants the repairs of Equipment it provides to the Customer, so long as the Equipment's use was in accordance with this Agreement, and in the event of Equipment damage, such damage is not caused by a 3rd party regardless of if the act was intentional or accidental, or Client's user-error and/or negligence. Autonomous flight in accordance with the proper use of the Watchtower software even if resulting in Equipment damage will be replaced at no cost to Client.

e. Delivery. Paladin shall make the Equipment available to Customer at Customer's address set forth in the Paladin Order Form. Transportation and use of the Equipment after delivery at the Delivery Point, shall be entirely at Customer's own risk and expense. If Customer disassembles the Equipment to facilitate transportation, Paladin shall bear no responsibility for reassembly of the Equipment or any related defects. If for any reason Customer fails to accept delivery of the Equipment by the date fixed in the

Agreement or pursuant to Paladin's notice that the Equipment is available at the Delivery Point, or if Paladin is unable to make the Equipment available at the Delivery Point within a reasonable time after the Delivery Date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate access to Delivery point, facilitation to access Delivery point, instructions, documents, licenses, access, clearance and/or authorizations: (i) Customer shall bear the risk of loss to the Equipment; (ii) the Equipment shall be deemed to have been delivered; and (iii) Paladin, at its option, may store the Equipment until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

6. Loss And Damage Of Equipment

- a. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of equipment, from any cause. LOSS OR DAMAGE TO THE EQUIPMENT, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. The customer's obligations with respect to the aforementioned shall commence upon delivery of the equipment.
- b. Customer agrees to immediately notify Paladin of any accident or event of loss or damage involving the Equipment. The notification shall include any information as may be pertinent to Paladin's investigation of such accident, loss, or damage, or which Customer may reasonably require.
- c. Subject to Section 2 supra and in accordance with the terms in Section 9, infra, Paladin offers repairs and replacements to Customer's equipment that was purchased from Paladin and at the time of equipment failure had an Active Term under the Launch package or Advanced package.

7. Confidential Information

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

b. To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and

attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Paladin's Services and internal operations. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

c. On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Notwithstanding anything to the contrary in section seven (7), Paladin may store, collect, analyze, and make unrestricted use of any data on its platform for the improvement of its services, customer support, and in accordance with meeting its obligations under this Agreement and under section eight (8)(b).

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

e. Notwithstanding anything in Section seven (7) to the contrary, if Customer is a Government Entity, then Paladin expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

f. **Mutual Restrictions.** Recipient shall use Discloser's Confidential Information only for the purposes of this Agreement (the "**Purpose**"). Except as permitted in this Agreement, Recipient shall not disclose to any third party any of Discloser's Confidential Information that is obtained directly or indirectly from Discloser or its affiliates or representatives. Recipient may only disclose the Confidential Information of Discloser to its representatives who are required to have it to further the Parties' purpose and/or obligations herein. Recipient must inform any such representative of the confidential nature of the information and cause the representative to comply with the terms of this Agreement as if it were the Recipient, and Recipient will be liable for any breach of this Agreement by any such representative, agent, or delegatee. Recipient will exercise the highest degree of care toward the Confidential Information. Recipient agrees to take all reasonable steps to protect the secrecy of, and avoid disclosure or use of, the Discloser's Confidential Information in order to prevent it from falling into the public domain or possession of unauthorized persons. Recipient agrees to immediately notify Discloser in writing of any use and/or disclosure in violation of this Agreement. Each party, however, may disclose Confidential Information of the other pursuant to the order or requirement of a court, federal agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement. Recipient agrees and

acknowledges that any such breach or threatened breach of these terms of confidentiality may cause irreparable injury to Discloser so that, in addition to any other remedies available, Discloser may seek injunctive relief against the threatened or actual breach. Without limiting the generality of the foregoing, Customer shall continue to protect the Confidential Information of Paladin in perpetuity, as it relates to trade secrets contained in the Equipment and/or Watchtower Products.

8. Intellectual Property

a. Paladin IP. As between Customer and Paladin, Paladin owns all Paladin IP: rights, title, and interest.

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

c. Customer acknowledges and agrees that Paladin and its licensors and suppliers retain and own all rights, legal title, and interests in and to all Intellectual Property Rights therein of the following: (i) the Paladin Website, Watchtower Products, Watchtower Software, Watchtower Website Portal, Paladin Services, and any and all other services and products related thereto; (ii) the components and any and all other materials, content, data and/or information provided and/or made available by Watchtower in connection with any of the foregoing (but excluding content and/or data provided exclusively by Customer and Equipment purchased by Customer); all know-how and proprietary design and configuration of the Equipment; and (iii) any and all configurations, derivative works, developments, modifications, adaptations, changes, alterations, edits, conversions, improvements and/or the like made to, arising out of, and/or resulting from any of the foregoing. All rights not expressly granted under this Agreement, are reserved to Paladin and its licensors and suppliers, and there are no implied rights. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a right or license to any party's Intellectual Property Rights or proprietary technology other than in strict accordance with the terms of this Agreement. Customers, its Authorized Users, and all other Users acknowledge and agree that Paladin and its licensors, suppliers, vendors, and/or its third party vendors shall own all right, title, and interest in and to all Intellectual Property Rights in and to any suggestions, enhancement requests, feedback, or recommendations provided by Customers, Authorized Users, and/or all other Users relating to the Watchtower Products, and Paladin Services, without any limitations, restrictions, and/or requirement of compensation, including without limitation all unpatented inventions, patent applications, patents, design rights, copyrights, Marks, know-how, and other trade secret rights, and all other Intellectual Property Rights, derivatives or improvements thereof.

d. Effect of Termination. Without limiting either party's obligations this Agreement, Paladin, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the

Agreement to permit Customer to retrieve its Customer Data and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such a period, Paladin may destroy any Customer Data in accordance with Paladin's data retention policies.

9. Warranties & Disclaimers.

a. When Customer is engaging in Regular Use through the Watchtower Software, Paladin shall: (A) provide all three packages (i.e., Turn-key, Launch, and Advanced) unlimited updates and repairs of their EXT Module and Watchtower software during any Active Term; (B) provide unlimited repairs to the M30T drone and provide replacement parts and related instructions for any wear and tear on propellers and batteries; and (C) provide to Customers who selected the Advanced Package unlimited repairs to their Docking station.

b. Notwithstanding the aforementioned, no maintenance or repairs shall be provided in the event of non-regular use, intentional damage, third-party damage, or when Paladin's insurance provider(s) for any reason declines to cover the claim. However, despite the aforementioned, Paladine will reserve the discretion to make repairs despite noncoverage.

c. Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation. Paladin does not make any representation, warranty, or guarantee regarding availability of the Application Services.

d. Paladin warrants upon delivery, that at a minimum, all drones are maintained and operated in material accordance with:

1. All applicable manuals inclusive but not limited to the manufacturers and operators' maintenance manuals;
2. Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA;
3. The manufacturer's airworthiness limitations;
4. Manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and
5. Service Bulletins.

e. Customer Warrants and is solely responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable Federal Aviation Administration regulations and that all have the necessary skill required to perform their duties.

f. IN ORDER TO BE IN COMPLIANCE WITH THIS AGREEMENT'S TERMS OF USE, CUSTOMER MUST:

- i. PER FAA REGULATIONS, A MINIMUM OF ONE PILOT IS REQUIRED TO OPERATE EACH DRONE.
- ii. WORK WITH PALADIN TO GET BVLOS WAIVERS FOR THE CUSTOMER TO FULLY USE PALADIN'S PRODUCT AND SERVICES.

- iii. TRAIN CUSTOMER TO BE VO'S SO THAT THE CUSTOMER CAN HAVE FAA-COMPLIANT AND SAFE BVLOS OPERATIONS.
- iv. IF CUSTOMER CONNECTS PALADIN'S SOFTWARE TO THEIR COMPUTER AIDED DISPATCH (CAD) SYSTEM OR THIRD PARTY INTEGRATION SOFTWARE (i.e., NON-PALADIN APPLICATION PROGRAM INTERFACE "API"), PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS TO SAID CAD SYSTEM OR API. PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS AT NO COST TO PALADIN AND FURTHER GRANTS A LICENSE TO PALADIN TO USE ANY CONNECTED API OR CAD SYSTEM TO RETRIEVE LATITUDE, LONGITUDE, AND OTHER INFORMATION ABOUT 911 CALLS AS THEY ARE PLACED.
- v. PALADIN WILL PROVIDE THEIR WATCHTOWER INTERFACE TO COMMAND THE EQUIPMENT AND ALLOW AUTHORIZED USERS TO ACCESS CONTROLS.

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

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

i. EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICE OFFERED, PROVIDED, OR AVAILABLE. ALL STATEMENTS CONCERNING THE AUTONOMOUS FLIGHT, EQUIPMENT AND PRODUCT COVERED BY THIS WARRANTY, OR STATEMENTS CONTAINED IN ADVERTISING, PAMPHLETS OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE WARRANTIES, AND THE CUSTOMER AND/OR BUYER ACKNOWLEDGE THAT THEY HAVE NO RIGHT TO RELY UPON SAME NOTWITHSTANDING ANY WARRANTY IN THE AGREEMENT AND SECTION 6

SUPRA. PALADIN OR ANY OF ITS SUBSIDIARIES MAKE NO WARRANTY AS TO THE QUALITY OF FLIGHT, DATA COLLECTION, OR ACCESS OF ANY SOFTWARE OR HARDWARE OR OTHER PRODUCTS AND SHALL NOT BE LIABLE FOR ANY LOSSES, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING UNDER OR IN CONNECTION WITH THE SAME. LIABILITY FOR DAMAGES OF ANY KIND SHALL IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PARTICULAR ORDER. IN PARTICULAR, PALADIN DRONES, INC. OR ANY OF ITS SUBSIDIARIES, AGENTS, OFFICERS, OR CONTRACTORS, OF ANY KIND, SHALL NOT BE LIABLE FOR LOSS OF LIFE, PROPERTY, REVENUES OR PROFITS OR CLAIMS OF ANY THIRD PARTIES.

j. **NO WARRANTY** SHALL APPLY TO (I) DEFECTS, ERRORS, DAMAGES, OR LOSS RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE RELATING TO CUSTOMER'S OR USER'S SYSTEM, COMPUTERS, SERVERS, AND/OR OTHER EQUIPMENT OR CUSTOMER'S USE; (II) ANY ACT OR OMISSION BY ANYONE OTHER THAN CUSTOMER; (III) POWER SHORTAGES, IRREGULARITIES, BUGS, GLITCHES, INACCURACIES, OR FAILURES; (IV) MODIFICATIONS OF THE EQUIPMENT AND WATCHTOWER PRODUCTS BY ANYONE OTHER THAN PALADIN; AND (V) ANY OTHER CAUSE BEYOND PALADIN'S CONTROL NOTWITHSTANDING THE AFOREMENTIONED, IN THE EVENT OF HARDWARE FAILURE OR DESTRUCTION OF THE DRONE, PALADIN WILL PROVIDE REPLACEMENTS SO LONG AS THE TERMS OF AGREEMENT HAVE NOT BEEN BREACHED AND THE FAILURE OR DESTRUCTION WAS NOT THE RESULT OF USER ERROR. PALADIN RESERVES THE RIGHT TO REPLACE EQUIPMENT DAMAGED BY USER ERROR. ANY DAMAGE CAUSED TO EQUIPMENT WHILE USING THE DRONE AS TRAINED BY PALADIN AND WHILE ENGAGING IN AUTOMATED FLIGHT SHALL BE REPAIRED AT NO COST TO CUSTOMER. IN THE EVENT THAT A REPAIR CANNOT BE ACCOMPLISHED THEN PALADIN WILL REPLACE THE DRONE OR EQUIPMENT AT NO COST TO CUSTOMER. CUSTOMER MUST NOTIFY PALADIN OF THE INCIDENT AND CO-OPERATE WITH ANY REASONABLE REQUESTS BY PALADIN TO FACILITATE THE REPAIR OF THE EQUIPMENT PRIOR TO REPLACEMENT.

k. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9 (WARRANTIES) HEREOF, THE EQUIPMENT, WATCHTOWER SOFTWARE, WATCHTOWER PRODUCTS, DOCUMENTATION, SERVICES, AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS." PALADIN MAKES NO REPRESENTATION OR WARRANTY OR PROMISE WHATSOEVER WITH RESPECT TO, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY (INCLUDING ALL UCC STATUTES), OR OTHERWISE, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

l. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, PALADIN DOES NOT WARRANT THAT THE

WATCHTOWER SOFTWARE AND/OR WATCHTOWER PRODUCTS ARE FREE FROM ERROR OR HARMFUL CODE AND/OR WILL RUN PROPERLY ON, AND/OR INTEROPERATE WITH, ALL HARDWARE AND/OR OPERATING SYSTEMS, THAT SUCH WILL MEET THE REQUIREMENTS OF CUSTOMER, OR OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR ANY USER OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION.

m. CUSTOMER MUST INFORM PALADIN WHEN PROPELLERS AND BATTERIES EXHIBIT SIGNIFICANT WEAR AND TEAR. THE CONDITION PRECEDENT TO SIGNIFICANT WEAR AND TEAR SHALL MEAN THAT THE OPERATION OF THE EQUIPMENT CANNOT OPERATE AT ITS ORIGINAL CAPACITY AND DURATION. UPON RECEIVING NOTICE, PALADIN SHALL PROVIDE PROPELLERS AND BATTERIES AT NO ADDITIONAL COST. CUSTOMER SHALL INSTALL NEW ACCESSORIES IN A TIMELY MANNER. CUSTOMER MUST PROMPTLY REPORT ANY DAMAGE TO EQUIPMENT AND DATE OF INSTALLATION OR UPGRADE.

10. LIMITATION ON LIABILITY

a. IN NO EVENT SHALL PALADIN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PALADIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. EXCEPT FOR COSTS DIRECTLY INCURRED BY PALADIN TO FULFILL THE EXPRESS WARRANTY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, IN NO OTHER INSTANCE SHALL PALADIN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PALADIN HEREUNDER FOR THE CURRENT ACTIVE TERM (I.E., TWELVE MONTHS) OF PALADIN'S PURCHASE ORDER, OR TO THE MAXIMUM LIMIT OF ITS INSURED, OR \$2,000,000.00, WHICHEVER IS LESS. IN NO EVENT WILL PALADIN BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT.

c. SUCH LIMITED WARRANTY SET FORTH ABOVE SHALL ONLY APPLY IF CUSTOMER (I) NOTIFIES PALADIN IN WRITING OF THE WARRANTY BREACH BEFORE THE EXPIRATION OF THE WARRANTY PERIOD; (II) HAS PROMPTLY INSTALLED ALL UPDATES, UPGRADES, AND/OR MAINTENANCE RELEASES PREVIOUSLY MADE AVAILABLE BY PALADIN; AND (III) AS OF THE DATE OF

NOTIFICATION, IS IN COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PAYMENT OF ALL PRICES AND FEES THEN DUE AND OWING. Furthermore, such warranty as set forth above shall not apply to the extent that the alleged breach and/or infringement arises and/or results from: (i) combination, operation, or use of the Equipment and/or Watchtower Products in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Paladin or specified for Customer's use in the Documentation, unless otherwise expressly permitted by Paladin in writing; (ii) modification of the Equipment and Watchtower Products other than: (a) by Paladin in connection with this Agreement; or (b) with Paladin's express written authorization and in strict accordance with its written directions and specifications; (c) use of any version of the Equipment and/or Watchtower Products other than the most current version or failure to timely implement any modification, update, and/or replacement of such made available by Paladin; (d) negligence, abuse, misapplication, or misuse of the Equipment and/or Watchtower Products or Documentation; (e) use of the Equipment, Watchtower Products, and/or Documentation by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to the Documentation or Paladin's instructions; (f) events or circumstances outside of Paladin's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); and/or (iii) Open source components or other third-party materials.

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

11. Indemnification.

a. Paladin Indemnification.

i. PALADIN **DOES NOT INDEMNIFY**, DEFEND, OR HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "**LOSSES**") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("**THIRD-PARTY CLAIM**") THAT THE APPLICATION SERVICES, OR ANY USE OF THE APPLICATION SERVICES IN ACCORDANCE WITH THE AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S US PATENTS, COPYRIGHTS, OR TRADE SECRETS.

ii. Customer will notify Paladin promptly, in writing of any Third-Party Claim, and agrees to indemnify Paladin of Third-Party Claim(s). Customer's indemnification obligation under this Section will not apply to the extent that the

alleged infringement arises from Paladin's use of the Application Services with any third party, unless such use is in accordance with this Agreement or intended for the service of Customer. This section will not limit Customer's duty to indemnify Paladin where a claim arises under Paladin's operations as they relate to Section 7, supra.

iii. If such a claim is made as stated above or appears possible, Customer agrees to permit Paladin, at Paladin's sole expense and discretion, to

1. (A) modify or replace the Paladin IP, or component or part of the Paladin IP, to make it non-infringing, or
2. (B) obtain the right for Customer to continue use.
3. (C) If Paladin determines that neither alternative is reasonably available, Paladin may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, Paladin promptly refunds or credits to Customer amounts Customer paid with respect to the Paladin IP that Customer cannot reasonably use as intended under the Agreement.
4. IF LEGALLY PRACTICABLE, ANY REFUND OWED BY PALADIN TO CUSTOMER WILL BE PRORATED, STARTING FROM THE DAY THAT ACTUAL NOTICE IS PROVIDED TO PALADIN IN WRITING OF ANY THEN EXISTING THIRD-PARTY CLAIM.
5. IN THE EVENT THAT PALADIN MUST UNWIND THE AGREEMENT AND REFUND CUSTOMER ALL PAYMENT(S), CUSTOMER MUST RETURN ALL EQUIPMENT PROVIDED IN THE SAME CONDITION IT WAS RECEIVED. IF THE EQUIPMENT IS DAMAGED, THE CUSTOMER AGREES TO ACCEPT THE REFUND OF ALL PAYMENT(S) LESS \$35,000.00 PER DRONE AND DOCKING STATION, OR \$25,000.00 PER DRONE ONLY.

b. Sole Remedy. THE AGREEMENT SETS FORTH CUSTOMER'S SOLE REMEDIES AND PALADIN'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL PALADIN'S AGGREGATE LIABILITY EXCEED \$2,000,000 TO CUSTOMER.

c. Customer Indemnification.

i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WILL INDEMNIFY, HOLD HARMLESS, AND, AT PALADIN'S OPTION, DEFEND OR REIMBURSE LEGAL FEES FOR PALADIN FROM AND AGAINST ANY CLAIMS OR LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER HEREBY RELEASES

AND FURTHER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD PALADIN, ITS RELATED ENTITIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (HEREIN COLLECTIVELY REFERRED TO AS THE "INDEMNITEE") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, PENALTIES, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTIONS, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND AND CHARACTER INCLUDING THOSE ASSERTED BY ANY THIRD PARTY, OR CUSTOMER (INCLUDING BUT NOT LIMITED TO, PERSONNEL OF THE CUSTOMER OR ITS ASSIGNEES, LICENSEES, SUBCONTRACTORS AND ALL OTHERS IN PRIVITY WITH CUSTOMER) INCLUDING WITHOUT LIMITATION ANY CLAIMS ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY (HEREIN COLLECTIVELY REFERRED TO AS THE "LOSS") IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH (i) A BREACH OF THE WARRANTIES PROVIDED HEREIN BY THE CUSTOMER; (ii) THE OPERATIONS OR SERVICES RENDERED AND/OR PERFORMED OR TO BE PERFORMED BY THE PARTIES IN ACCORDANCE WITH THE AGREEMENT (iii) CUSTOMER'S PERSONNEL, SUBCONTRACTORS, AGENTS, AND LICENSEES; (iv) USER-ERROR; OR (v) ANY NEGLIGENT ACTION, OMISSION, OR BOTH OF THE INDEMNITEE RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER THE INDEMNITEE IS NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR OTHERWISE) OF THE INDEMNITEE. ANY PAYMENTS BY CUSTOMER UNDER THIS PARAGRAPH ON BEHALF OF THE INDEMNITEE SHALL BE IN ADDITION TO ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE INDEMNITEE AND SHALL NOT BE CONSIDERED THE INDEMNITEE'S EXCLUSIVE REMEDY.

ii. When Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates ANY such third party's property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement or the State in which the product is used, and/ or Federal Law then Customer agrees to be solely liable and shall hold harmless Paladin. Customer shall indemnify, defend, and hold harmless Paladin and its affiliates, and each of their and their respective officers, directors, employees, agents, subcontractors, permitted successors and permitted assigns from and against any and all expenses, losses, charges, damages, settlements, and/or similar or related costs incurred by Paladin resulting from any claim, allegation, demand, action, process, investigation by a third party. Without limitation to the following, Customer agrees to indemnify Paladin when: (i) Customer fails to comply with the Documentation, Specifications, and/or standards for operating the Watchtower Products and/or Equipment; (ii) any Intellectual Property Rights or other right of any person, or any law, is or will be infringed, misappropriated, or otherwise violated by any: (a) use or combination of the Watchtower Products by or on behalf of Customers or any of its representatives

with any hardware, software, system, network, service, or other matter whatsoever that is neither provided by Paladin nor authorized by Paladin in this Agreement and the Documentation, or otherwise in writing; and (b) information, materials, or technology directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated, or used with, as part of, or in connection with the Watchtower Products, Equipment, and/or Documentation; (c) relating to all use, negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customers or any of its representatives with respect to the Watchtower Products, Equipment, and/or Documentation or otherwise in connection with this Agreement; or (d) relating to use of the Watchtower Products, Equipment, and/or Documentation by or on behalf of Customer or any of its representatives that is outside the purpose, scope, or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Paladin's instructions.

12. Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

i. The Initial Term of the Agreement will begin on the Effective Date and end on the Final Term End Date of the Paladin Order Form;

ii. The Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term.

1. After two renewals access to the Watchtower Portal is automatically revoked if not renewed by the End of the third Term.

2. The foregoing notwithstanding, this Agreement will survive for so long as any Paladin Order Form remains in effect. Paladin Order Form shall expire and/or terminate according to the terms set forth infra.

iii. each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with Paladin's then-current pricing packages published on Paladin's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

13. Termination. In addition to any other express termination right set forth in the Agreement:

i. Paladin may terminate the Agreement immediately if Customer breaches any of its obligations under the Agreement.

ii. Either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30

days, and the process to cure has not been initiated, after the non-breaching party provides the breaching party with written notice of such breach and demand to cure is sent to the address listed on the Paladin Order Form.

- iii. IF:
 - 1. Customer is a governmental entity, and
 - 2. Sufficient funds are not appropriated to pay for Paladin's Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to Paladin.
- iv. Additionally, either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if either party becomes subject voluntarily or involuntarily to any proceeding under any domestic bankruptcy.
- v. If Customer has made its first Term payment for services covering 12-months, then in all cases of termination Customer will retain Legal Title to the hardware it obtained during that first Term. This includes all accessories provided to Client for the operation of the equipment, and all Services will terminate in accordance with this Agreement. If client purchases "Add-ons" at a later term, then Legal Title to the add-ons shall vest with Client upon full payment of the Active Term incorporating the add-ons. Furthermore, in the event a product is replaced by Paladin the replacement shall remain with Customer, and in all cases the Client shall return the original.
- vi. Duties upon-termination. Following any termination, expiration, or cancellation of this Agreement or the licenses granted herein: (i) immediately upon receipt of Paladin's instructions, Customer will destroy or send to Paladin (at Customer's expense) all copies of the Watchtower Software and the Documentation; (ii) Customer's rights to continue to use the Watchtower Products and Documentation shall immediately cease; and (iii) all of Paladin's obligations hereunder shall cease (iv) all equipment in violation of subsection b(v) above must be returned to Paladin at the address provided at that time. As needed to accomplish the return and/or destruction of the Watchtower Software, Paladin may, in its sole discretion and at Customer's expense, provide services to assist Customer.

b. Survival. After this Agreement terminates or expires, the terms of this Agreement that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. The termination of this Agreement for any reason will not release either Party from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination in accordance with this Agreement.

14. Independent Contractor. The parties to the Agreement are independent contractors.

This Agreement does not create a joint venture or partnership between the Parties, and neither Party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other Party.

Customer shall make use of the services provided in accordance with the specifications of each Purchase Order as an independent contractor, having the sole right to control the details of and manner for performance of the use except that the same must be performed in accordance with the training and scope of use defined in the Agreement. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Customer is not authorized to commit Paladin to any agreements, and Paladin is not authorized to commit the Customer to any agreements, and the Customer shall not represent itself as the agent or legal representative of the Paladin. Further, the Customer shall not be entitled to participate in any of the Paladin benefits, including without limitation any health or retirement plans. The Parties shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. Paladin shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Customer or any other person consulted or employed by the Customer in performing Services under this Agreement. All such costs shall be the Customer's responsibility. Parties acknowledges that this Agreement and all Purchase Orders and any other Agreed Orders are lump sum contracts, and that Customer shall be solely responsible for all required withholdings including but not limited to taxes, social security taxes, and state unemployment taxes including but not limited to for Customer's employees, agents, or subcontractors, as well as all applicable sales taxes or use taxes on labor provided and materials furnished. No Taxes will be collected or paid by Paladin under this Agreement, except as required by law.

Paladin does not provide Workers Compensation Insurance or Workers Compensation benefits for Customer or its employees. If requested, Customer will furnish Paladin with Certificates of Insurance showing Customer to be covered by Workers' Compensation Insurance in such amounts and types of coverage as Paladin may specify. It is Customer's sole responsibility to: (1) Assume all expenses for any job injury or illness occurring to Customer or any of its employees, agents, officers, and others working under its direction; (2) provide safe working procedures for its employees; and when applicable (3) comply with the requirements of the Occupational Safety and Health Act of 1970 (OSHA). CUSTOMER WARRANTS THAT IT IS ADEQUATELY INSURED FOR INJURY TO ITS EMPLOYEES AND OTHERS INCURRING LOSS OR INJURY AS A RESULT OF THE ACTS OF CUSTOMER OR ITS EMPLOYEES OR SUBCONTRACTORS. CUSTOMER SHALL MAINTAIN ALL WORKERS' COMPENSATION AND LIABILITY INSURANCE AT ALL TIMES WHILE MAKING ANY USE OF SERVICES OR EQUIPMENT.

15. Waiver of Jury: ALL PARTIES ACKNOWLEDGE THAT ALL DISPUTES RELATED TO THIS AGREEMENT OR ARISING FROM THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT MUST BE SUBMITTED TO BINDING ARBITRATION. NOTWITHSTANDING, EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, DIRECTLY OR INDIRECTLY,

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

16. Choice of Law and Mandatory Venue. This Agreement shall be construed in accordance with the laws of the state of Delaware. CUSTOMER FURTHER HEREBY ACKNOWLEDGES, CONSENTS, STIPULATES, AND AGREES THAT ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS OR CAUSES OF ACTIONS RELATING TO THIS AGREEMENT, ANY WORK PERFORMED BY THROUGH OR UNDER CUSTOMER, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT INCLUDING WITHOUT LIMITATION THE VALIDITY, PERFORMANCE, INTERPRETATION, ENFORCEMENT OR ANY COMBINATION THEREOF, SHALL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION OF THE STATE OF DELAWARE OR FEDERAL COURT. CUSTOMER IRREVOCABLY WAIVES THAT ANY PROCEEDING BROUGHT IN DELAWARE HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

17. Mediation-Arbitration. Parties agree that all disputes, controversies or claims including any arising out of or relating to Services or Equipment provided by Paladin, its assignees or subcontractors, any warranties (express or implied), any issues or matters arising out of or related to this Agreement, or questions as to its interpretation including any breach thereof (herein referred to collectively as a "Dispute") may be submitted to non-binding mediation. IN THE EVENT THE EITHER PARTY OR BOTH ARE UNWILLING OR UNABLE TO RESOLVE THE DISPUTE BY MEDIATION, THE DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION. THE ARBITRATION SHALL BE GOVERNED BY DELAWARE LAW AND THE U.S. ARBITRATION ACT, 9 U.S.C. §§ 1-16, TO THE EXCLUSION OF ANY PROVISIONS OF STATE LAW THAT ARE INCONSISTENT WITH APPLICATION OF THE FEDERAL ACT. THE SUBMISSION TO MEDIATION OR ARBITRATION OF ANY DISPUTE ARISING DURING AN ACTIVE TERM SHALL NOT DELAY OR OTHERWISE AFFECT THE CONTINUING PERFORMANCE OF SERVICES OR ACCESS TO THE WATCHTOWER SOFTWARE. ARBITRATION SHALL BE FILED, INITIATED, OR BOTH IN DELAWARE, AND ALL ARBITRATION HEARINGS SHALL BE HELD IN DELAWARE. PARTIES AGREE TO INCLUDE THE REQUIREMENT OF THIS PROVISION IN ALL FUTURE CONTRACTS, and SUB-CONTRACTS IT MAY ENTER INTO FOR ANY PORTION OF THE TERMS OF THIS AGREEMENT. ANY AND ALL DECISIONS AS TO THE ENFORCEABILITY OF THIS ARBITRATION PROVISION SHALL BE DETERMINED BY ARBITRATION AND ANY COURT PRESENTED WITH THE ARBITRABILITY OF A CLAIM SHALL IMMEDIATELY ABATE THE CASE AND ORDER THAT THE DECISION AS TO ARBITRABILITY BE MADE IN ARBITRATION.

18. Entire Agreement: Order of Precedence. The Paladin Order Form, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations relating to or regarding the Customer's purchase and use of the Services and equipment. To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Paladin Order Form (2) the Customer Terms (i.e., Exhibit C), (3) the Terms & Conditions herein (i.e., Exhibit B), and (4) Paladin Quote (i.e., Exhibit A). No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way. There are no additional agreements of any kind between the parties with respect to the subject matter

hereof. No waiver, amendment, modification or release of any term or provision of this Agreement shall be deemed to have been given or made unless expressly set forth in a written document signed by each of the parties hereto.

19. **Waiver.** No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Except where otherwise specified in writing by the Parties, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

20. **Amendments And Right to Update:** No amendment to the Paladin Order Form, or the Incorporated Documents will be effective unless it is in writing and signed by an authorized representative of each party. This Agreement may not be supplemented, amended, and/or modified at any time unless the parties hereto execute a written agreement that must— (i) be in a mutually agreed upon written or electronic format, (ii) must be clearly designated as an amendment, addendum, or modification, and (iii) must be signed by an authorized representative of each party. The Parties stipulate and agree that an exchange or series of written or electronic correspondences shall not be deemed to be such a written instrument, for supplemental, amendment or modification purposes. Notwithstanding the aforementioned, Paladin may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services, however, no unilateral Paladin updates will have any effect to change the existing financial obligations of Customer until the end of an Active Term and following Customer's signed agreement thereto.

21. **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission by the recipient), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope. Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via facsimile transmission shall be deemed given upon transmission and confirmation of receipt and notices sent via certified mail in accordance with the foregoing shall be deemed given when delivered (whether accepted or refused) as established by the U.S. Postal Service return receipt.

22. **Force Majeure.** Except for any obligations to make payments, In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any

failure or delay in performing its obligations under the Agreement , if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

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

24. **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns. Notwithstanding the aforementioned, if Customer's assignment requires additional services beyond that which were negotiated then Customer and its assignee shall be liable for any additional costs incurred by Paladin to provide the Agreed service(s) during an Active Term.

25. **Marketing.** Subject to Section seven (7) supra, neither party may issue press releases related to the Agreement, conversations, or activities, without the other party's prior written consent. However, either party may include the name and logo of the other party in lists of customers or vendors.

26. **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, Paladin hereby certifies and agrees as follows:

- a. Paladin is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State where services are sought;
- b. Paladin will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law.
- c. **Execution.** Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is

deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

27. **Legal Compliance.** Customers agree to comply with applicable laws with respect to the ownership, possessions, and operation of the Equipment. The parties acknowledge and agree that the legal regulation of unmanned drones is evolving, and the parties shall cooperate to seek to comply with applicable laws. The Watchtower Products, Equipment, and all services provided hereunder are subject to all applicable export control laws and regulations, including without limitation those of the United States government. Customer and Authorized Users agree that not to directly or indirectly export, re-export, divert, release, provide access to, transfer or disclose such, or any derivative thereof, to any prohibited or restricted destination, end-use or end-users or to anyone who requires a United States export license or other license, except in accordance with all relevant export control laws and regulations which may require it to obtain necessary licenses, approvals or permissions from the appropriate US governmental authority and all required foreign authorities prior to undertaking such activities.

28. **Watchtower Software License.**

- a. **Grant of License.** Paladin shall grant a license of the Watchtower Software to the Customer in accordance with the terms and conditions outlined in this Agreement.
- b. **FAA Regulatory Waivers.** Paladin will assist the Customer in acquiring FAA regulatory waivers. Except for transfers by error, the Customer shall hold Legal Title to those documents upon their transfer. Paladin will assist the customer in renewing these waivers during the Active Terms of the agreement. The process used to acquire the waivers is confidential information and cannot be shared with any 3rd party without the express permission of Paladin.

29. **Watchtower Software License.** Conditioned upon compliance with the Use Restrictions in Section 2, and payment of all fees then due, and compliance with all other terms and conditions hereof, Paladin shall grant to Customer, during any Active Term of this Agreement, a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to use the Watchtower Software.

30. **Insurance.**

- a. Customer warrants that it will maintain insurance coverage in accordance with its use and operations and that in the event that Customer's insurance is not able to cover the full extent of the damages or claim that Paladin's insurance shall be called upon to cover the remaining balance of a claim. Notwithstanding the aforementioned, if the claim is not one in which Paladin's coverage may extend, then Customer shall be solely liable for any such claim or damages.
- b. Customer will maintain coverage with an aggregate limit of not less than \$2,000,000.00, per occurrence; and upon Paladin's request will provide proof.
- c. Paladin shall maintain coverage with an aggregate limit of not less than \$2,000,000.00 per occurrence.
- d. Subject to section "a" supra, Paladin's insurance shall pay damages relating to bodily injury or property damage subject to its insurance policy which Customer may request a copy of at any time.

- e. Customer understands that Paladin's coverage shall not apply to: (1) loss of use of any aircraft, drone, or otherwise, which is for a period of less than forty-eight hours; (2) sums attributable to any period an aircraft is not available for flight operations for reasons other than a grounding, or would not have been available for flight operations if no grounding had occurred; (3) loss of use of any aircraft occurring during the period that Paladin did not use all reasonable means to correct and eliminate the cause of the loss of use; (4) loss of use of any aircraft attributable to a culpable failure by Paladin to perform any obligation with respect to making available or delivering products to the owner or operator of such aircraft; (5) loss of use of any military derivative of a civil aircraft unless the grounding also applies to the civil aircraft; (6) loss of use of any launch vehicle, spacecraft product or missile; (7) loss of use of any aircraft operated by Paladin or in its care, custody or control other than aircraft temporarily in Paladin's care, custody or control for modification, repair or inspection relating to grounding; (8) loss of use of any aircraft owned by or loaned to Paladin. For the purposes of this exclusion, any aircraft as to which Paladin has retained title pursuant to a conditional sales contract, chattel mortgage or similar lien, a lease agreement, a consignment agreement or similar contract of bailment, shall be deemed not to be owned by Paladin; (9) any liquidated or stipulated damages or penalties which Paladin is obligated to pay by reason of any contract or agreement, but this exclusion does not apply to any obligation it would have had in the absence of such contract or agreement.
- f. Customer is aware that the aforementioned instances where coverage shall not apply are not every instance where the coverage does not apply and that it is the responsibility of Customer to familiarize itself with the limitations of Paladin's insurance policy.
- g. Paladin makes no representations to Customer relating to which policy it shall acquire and only requires that the insured obtain a policy that is sufficient to meet the foreseeable liabilities under Customer's intended use and operation of any provided equipment, software, or service.
- h. In accordance with section 30, if Paladin is legally obligated to pay damages because of bodily injury or property damage, Paladin's insurance shall have the right and duty to defend any suit seeking those damages.

31. **Consideration of services.** Paladin agrees to provide the services set forth in the Paladin Order Form, and Incorporated Documents. Customer agrees to make all payments in a timely manner pursuant to Section four (4) supra, and cooperate and abide by the requirements and standards, as set forth in this Agreement.

32. **Data Use.** Paladin retains all rights to any data obtained from the provision of the products and services hereunder, including any copyright subject to the following (a) Paladin will only use personally identifiable data (including precise geolocation data), as defined under applicable law, for its internal analytical purposes (e.g., to improve its services), and (b) Paladin will use photographs or videos for its internal purposes and the improvement of services, such as demonstration or marketing, in each case subject to applicable laws (data described in (a) and (b) referred to as "**Data**"). Paladin grants Customer the right to use Data collected from the Services for its own internal purposes, subject to applicable laws. In addition, and without limiting Paladin's restrictions above,

Paladin agrees that it will not resell any Data to any other person or entity without the prior express written permission of the Customer.

33. **Headings**. The parties agree that the captions, headings, and/or titles used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

34. **No Third-Party Beneficiaries**. This Agreement is intended for the benefit of the parties hereto, and those specifically referenced herein, and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. The terms and provisions of this Agreement shall not inure to the benefit of any other third person or entity not a signatory to this Agreement.

35. **Joint Participation**. The parties hereto have participated fully in the negotiation and preparation of this Agreement and this Agreement shall not be more strictly construed against either Customer or Paladin.

36. **Counterparts**. This agreement may be executed in one or more counterparts, each counterpart being an original.

37. **Confidentiality**. The information contained in the Agreement is considered confidential by the Parties. Neither Party shall disclose to any other third party the terms and conditions contained in this Agreement, except as required by law, and except disclosure to their respective employees, agents and advisors on an as-needed basis.

38. **Attorney's Fees**. In the case of any breach of this Agreement or other Dispute (as defined herein) the prevailing party shall be entitled to recover its costs of mediation, arbitration, Court, expert witness fees and any necessary and reasonable attorney's fees.

39. **Authority**. Each person executing this Agreement warrants, in his/her individual capacity, that he or she has full legal authority to execute this Agreement for and on behalf of the respective parties and to bind such parties.

Exhibit C
Additional Terms and Conditions

PALADIN ORDER FORM

- 1. **Parties:** This Agreement (“**Agreement**”) is entered into on **TBD** (“**Effective Date**”), by and between Paladin Drones, Inc., a Delaware corporation having its principal place of business at 11241 Richmond Ave, Ste E102, Houston, TX 77082 (hereinafter, “**Paladin**”) and **Forest Park Department, GA**, with an address of **320 Cash Memorial Blvd, Forest Park, GA 30297** (hereinafter, “**Customer**”); and collectively the “**Parties.**”
- 2. **Consideration.** WHEREAS Customer agrees to pay the amount listed under Exhibit A of this Order Form; AND WHEREAS, Paladin agrees to provide drone services and equipment; THEREFORE, for good and valuable consideration, the sufficiency of which are hereby acknowledged, Customer and Paladin agree as follows:
- 3. **Definitions.** All definitions under this contract are subject to the definitions listed under the attached Terms and Conditions (hereinafter, “**Exhibit B**”).
- 4. **Incorporation of Exhibit.** This Agreement includes Paladin Quote (i.e., Exhibit A), Paladin Terms & Conditions (i.e., Exhibit B), and Additional Terms and Conditions (i.e., Exhibit C).
- 5. **Superseding Clause of Exhibits.** Paladin Terms and Conditions (i.e., Exhibit B), is superseded by Additional Terms and Conditions (i.e., Exhibit C).

2	
Initial Effective Date: TBD	Billing Frequency: Annually
Final Term End Date: 3 years after TBD	Payment Terms: Net 30 days
Pricing Package: Advanced Package	Price: See Exhibit A

- 6. **Services.** As part of the Onboarding Services, Paladin will provide Implementation Services. Subject to the terms described infra, Paladin will grant Customer access to the Watchtower software, and provide Support Services during an Active Term. The same will be offered with each Renewal Term.
- 7. **Fees.** Paladin will charge Customer a recurring Annual Subscription Fee in accordance with this Agreement. Paladin’s offered Price (see Exhibit A) is only available for sixty (60) from the date of the offer. The Subscription Fee has a minimum term of one (1) year from the date set forth in Exhibit B. Renewal Terms will begin on the date of the Renewal Agreement. Customer understands that additional drones can only be added at the beginning of a Term. Upon full payment of any Term, Customer will own the Drone free and clear of any lien or interest by Paladin.
- 8. **Implementation Services.** During any Active Term, Customer is granted Implementation Services at any time during an Active Term, which include but are not limited to customized Customer support, training, and Onboarding Services (*see Exhibit B Sec. 1 for details*).

Summary of Comments on Forest Park Police Dept GA - Paladin Contract--City Attorney Comments.pdf

Page: 1


Number: 1 Author: dmatricardi Subject: Sticky Note Date: 2/1/2024 12:44:55 PM
City of Forest Park.

Police Dept. isn't a separate entity

Number: 2 Author: dmatricardi Subject: Sticky Note Date: 2/1/2024 12:50:44 PM

This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon twelve (12) months from the Effective Date ("Initial Term"). In accordance with O.C.G.A, § 36-60-13, this Agreement shall automatically renew upon the same terms and conditions at the expiration of the Initial Term and each applicable term thereafter for two (2), twelve (12) month periods ("Renewal Terms"), unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the Renewal Term, or if the Agreement is otherwise terminated pursuant to the terms herein.

9. **Billing.** Unless otherwise provided in Exhibit C, all Fees will be due and payable in advance on the terms indicated herein, and each invoice will be emailed to the Customer's billing contact indicated below. Customer accepts an emailed invoice as an actual invoice and will not require a written invoice as a condition for payment.
10. **Renewal Term.** The Agreement is subject to renewal on the terms set forth in Exhibit B. The Pricing Package applicable for each Renewal Term will be determined based on the aggregate amount of Customer Selected Applications at the time of renewal. Exhibit A's pricing offer is only available for sixty (60) days from the date of the offer. *See* specific pricing in Exhibit A. The Customer understands that they may add additional Drone(s) throughout any term and that **Adding a Drone will dissolve the remainder of the Active Term and start a Renewal Term from the date of the renewal Agreement's respective Exhibit B.**
11. **Termination.** The Agreement is subject to early termination on the terms set forth in Exhibit B.
12. **Time of the Essence.** Time is of the essence in the performance of Parties' obligations herein.
13. **Entire Agreement.** By executing this Agreement, each party agrees to be bound by its terms, and the Incorporated Documents, collectively the "Agreement." This Agreement contains the entire agreement among the Parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto, unless set forth in a document executed by the Parties contemporaneously with this Agreement. If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Paladin and Customer, the terms of this Agreement shall control, but shall be superseded only by terms in Exhibit C, which shall be Customer's additional terms.
14. **Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under the Agreement, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Paladin IP.
15. **Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, PALADIN IP IS PROVIDED "AS IS," AND PALADIN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET

 Number: 1 Author: dmatricardi Subject: Sticky Note Date: 2/1/2024 12:43:13 PM
See prior comment

Software, in whatever form, and including without limitation the Specifications. Including, Paladin's end user documentation and content, regardless of media, relating to the Services made available from time to time on Paladin's website at paladindrone.io.

"Drone" means an unmanned aerial vehicle (UAVs), and refers to Select Drone(s) by Customer.

"Drone as a Service Fees" has the meaning set forth in Section 6 (Prices and Fees) of this Agreement.

"Effective Date" means the date that the Agreement designates in its Terms as "Effective Date". Refer to Exhibit A and C. If no Effective Date is designated by the Parties, then the default Effective Date is the date Client signed the Agreement (i.e., Paladin Purchase Order Form and Exhibit B).

"Equipment" means (1) EXT Module; (2) Select Drone; and/or (3) Docking Station.

"Fee" means an amount owed for services pursuant to the Agreement.

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

"Governing State" means the State of ¹~~Delaware~~.

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

"Implementation Period" for a twelve (12) month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter.

"Implementation Services" means the services provided to Customer during an Implementation Period (i.e., on an annual basis as limited by the Term End Date), including tailored Customer support, instructions, review of Application Obligations, and entry of relevant Customer Data.

"Inactive Term" means any period that is not an Active Term and usually follows the end of a subscription period when no renewal for service is made prior to the end of that Active Term.

"Incorporated Documents" means, collectively, Exhibit A, Exhibit B, Exhibit C.

"Initial Term" means the term of the services beginning on the Effective Date and

~~1~~ ~~ending on the term End Date, as established in the Paladin Order Form (see pg. 1, section 5).~~

"Intellectual Property Rights" means all intellectual property and proprietary rights anywhere in the world under the laws of any state, country, territory, and/or other jurisdiction, as may now exist or hereafter come into existence, whether statutory, common law, or otherwise, including without limitation any and all patent rights (including patent applications and disclosures), copyright rights, trade secret rights, moral rights, know-how, database rights, mask work rights, rights of publicity, Marks (whether registered or unregistered), and all goodwill relating to the foregoing and any and all applications therefore and registrations, renewals, and extensions thereof. "Mark" means any trademark, trade name, trade dress, service mark, corporate name, design, logo, device, domain name, and/or other indicator of the source or origin of any product or service.

"Launch Package" means one of three Package types that includes a Paladin issued M30 Drone fitted with its EXT Module. This package does not require Client to provide its own Drone. This is the middle package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. At the end of the Agreement Term Client will own the provided Drone and EXT module and may at Client's option renew its term and Add-Ons. The Watchtower software will serve the hardware.

"Legal title" means unconditional ownership of a tangible asset.

"Offer" means a conditional proposal made by a Party, which becomes legally binding if accepted by the offeree.

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

"Order Form" means (1) the order document executed and delivered by Paladin and Customer for the Initial Term or (2) to the extent applicable, any subsequent Order Form document executed and delivered by Paladin and Customer for any Renewal Term.

"Package Type" means the selected package by Customer to facilitate its Drones. Customer may select from the following packages: Turn-Key, Launch, or Advanced.

"Paladin" means Paladin Drones Inc., d/b/a Paladin, a Delaware corporation, and its permitted successor and assigns.

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

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twelve (12) months from said date.

Agreement to permit Customer to retrieve its Customer Data and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such a period, Paladin may destroy any Customer Data in accordance with Paladin's data retention policies.

9. Warranties & Disclaimers.

- a. When Customer is engaging in Regular Use through the Watchtower Software, Paladin shall: (A) provide all three packages (i.e., Turn-key, Launch, and Advanced) unlimited updates and repairs of their EXT Module and Watchtower software during any Active Term; (B) provide unlimited repairs to the M30T drone and provide replacement parts and related instructions for any wear and tear on propellers and batteries; and (C) provide to Customers who selected the Advanced Package unlimited repairs to their Docking station.
- b. Notwithstanding the aforementioned, no maintenance or repairs shall be provided in the event of non-regular use, intentional damage, third-party damage, or when Paladin's insurance provider(s) for any reason declines to cover the claim. However, despite the aforementioned, Paladin will reserve the discretion to make repairs despite noncoverage.
- c. Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation. Paladin does not make any representation, warranty, or guarantee regarding availability of the Application Services.
- d. Paladin warrants upon delivery, that at a minimum, all drones are maintained and operated in material accordance with:
 1. All applicable manuals inclusive but not limited to the manufacturers and operators' maintenance manuals;
 2. Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA;
 3. The manufacturer's airworthiness limitations;
 4. Manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and
 5. Service Bulletins.
- e. Customer Warrants and is solely responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable Federal Aviation Administration regulations and that all have the necessary skill required to perform their duties.
- f. IN ORDER TO BE IN COMPLIANCE WITH THIS AGREEMENT'S TERMS OF USE, CUSTOMER MUST:
 - i. PER FAA REGULATIONS, A MINIMUM OF ONE PILOT IS REQUIRED TO OPERATE EACH DRONE.
 - ii. WORK WITH PALADIN TO GET BVLOS WAIVERS FOR THE CUSTOMER TO FULLY USE PALADIN'S PRODUCT AND SERVICES.

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May want to request repairs to extend beyond the term of the agreement

NOTIFICATION, IS IN COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PAYMENT OF ALL PRICES AND FEES THEN DUE AND OWING. Furthermore, such warranty as set forth above shall not apply to the extent that the alleged breach and/or infringement arises and/or results from: (i) combination, operation, or use of the Equipment and/or Watchtower Products in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Paladin or specified for Customer's use in the Documentation, unless otherwise expressly permitted by Paladin in writing; (ii) modification of the Equipment and Watchtower Products other than: (a) by Paladin in connection with this Agreement; or (b) with Paladin's express written authorization and in strict accordance with its written directions and specifications; (c) use of any version of the Equipment and/or Watchtower Products other than the most current version or failure to timely implement any modification, update, and/or replacement of such made available by Paladin; (d) negligence, abuse, misapplication, or misuse of the Equipment and/or Watchtower Products or Documentation; (e) use of the Equipment, Watchtower Products, and/or Documentation by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to the Documentation or Paladin's instructions; (f) events or circumstances outside of Paladin's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); and/or (iii) Open source components or other third-party materials.

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

11. Indemnification.

a. Paladin Indemnification.

i. PALADIN **DOES NOT INDEMNIFY**, DEFEND, OR HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "**LOSSES**") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("**THIRD-PARTY CLAIM**") THAT THE APPLICATION SERVICES, OR ANY USE OF THE APPLICATION SERVICES IN ACCORDANCE WITH THE AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S US PATENTS, COPYRIGHTS, OR TRADE SECRETS.

ii. ~~Customer will notify Paladin promptly, in writing of any Third Party Claim, and agrees to indemnify Paladin of Third Party Claim(s). Customer's indemnification obligation under this Section will not apply to the extent that the~~

~~1. Alleged infringement arises from Paladin's use of the Application Services with any third party, unless such use is in accordance with this Agreement or intended for the service of Customer. This section will not limit Customer's duty to indemnify Paladin where a claim arises under Paladin's operations as they relate to Section 7, supra.~~

iii. If such a claim is made as stated above or appears possible, Customer agrees to permit Paladin, at Paladin's sole expense and discretion, to

1. (A) modify or replace the Paladin IP, or component or part of the Paladin IP, to make it non-infringing, or
2. (B) obtain the right for Customer to continue use.
3. (C) If Paladin determines that neither alternative is reasonably available, Paladin may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, Paladin promptly refunds or credits to Customer amounts Customer paid with respect to the Paladin IP that Customer cannot reasonably use as intended under the Agreement.
4. IF LEGALLY PRACTICABLE, ANY REFUND OWED BY PALADIN TO CUSTOMER WILL BE PRORATED, STARTING FROM THE DAY THAT ACTUAL NOTICE IS PROVIDED TO PALADIN IN WRITING OF ANY THEN EXISTING THIRD-PARTY CLAIM.
5. IN THE EVENT THAT PALADIN MUST UNWIND THE AGREEMENT AND REFUND CUSTOMER ALL PAYMENT(S), CUSTOMER MUST RETURN ALL EQUIPMENT PROVIDED IN THE SAME CONDITION IT WAS RECEIVED. IF THE EQUIPMENT IS DAMAGED, THE CUSTOMER AGREES TO ACCEPT THE REFUND OF ALL PAYMENT(S) LESS ~~2. \$35,000.00 PER DRONE AND DOCKING STATION, OR \$25,000.00 PER DRONE ONLY.~~

b. Sole Remedy. THE AGREEMENT SETS FORTH CUSTOMER'S SOLE REMEDIES AND PALADIN'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL PALADIN'S AGGREGATE LIABILITY EXCEED \$2,000,000 TO CUSTOMER.

c. 3. Customer Indemnification.

~~i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WILL INDEMNIFY, HOLD HARMLESS, AND, AT PALADIN'S OPTION, DEFEND OR REIMBURSE LEGAL FEES FOR PALADIN FROM AND AGAINST ANY CLAIMS OR LOSSES RESULTING FROM ANY THIRD PARTY CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER HEREBY RELEASES~~

Number: 1 Author: dmatricardi Subject: Cross-Out Date: 2/1/2024 12:58:40 PM
Cities cannot indemnify others under Georgia law.

CSX Transp., Inc. v. City of Garden City, 277 Ga. 248, 250, 588 S.E.2d 688, 690 (2003) (holding that the indemnification agreement between the City and the railroad was void because a municipality is not authorized to contractually waive its sovereign immunity from tort).


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the actual costs of said damages


Number: 3 Author: dmatricardi Subject: Cross-Out Date: 2/1/2024 1:01:13 PM
Cities cannot indemnify others under Georgia law.

CSX Transp., Inc. v. City of Garden City, 277 Ga. 248, 250, 588 S.E.2d 688, 690 (2003) (holding that the indemnification agreement between the City and the railroad was void because a municipality is not authorized to contractually waive its sovereign immunity from tort).

~~1 AND FURTHER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD PALADIN, ITS RELATED ENTITIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (HEREIN COLLECTIVELY REFERRED TO AS THE "INDEMNITEE") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, PENALTIES, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTIONS, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND AND CHARACTER INCLUDING THOSE ASSERTED BY ANY THIRD PARTY, OR CUSTOMER (INCLUDING BUT NOT LIMITED TO, PERSONNEL OF THE CUSTOMER OR ITS ASSIGNEES, LICENSEES, SUBCONTRACTORS AND ALL OTHERS IN PRIVITY WITH CUSTOMER) INCLUDING WITHOUT LIMITATION ANY CLAIMS ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY (HEREIN COLLECTIVELY REFERRED TO AS THE "LOSS") IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH (i) A BREACH OF THE WARRANTIES PROVIDED HEREIN BY THE CUSTOMER; (ii) THE OPERATIONS OR SERVICES RENDERED AND/OR PERFORMED OR TO BE PERFORMED BY THE PARTIES IN ACCORDANCE WITH THE AGREEMENT (iii) CUSTOMER'S PERSONNEL, SUBCONTRACTORS, AGENTS, AND LICENSEES; (iv) USER ERROR; OR (v) ANY NEGLIGENT ACTION, OMISSION, OR BOTH OF THE INDEMNITEE RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER THE INDEMNITEE IS NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR OTHERWISE) OF THE INDEMNITEE. ANY PAYMENTS BY CUSTOMER UNDER THIS PARAGRAPH ON BEHALF OF THE INDEMNITEE SHALL BE IN ADDITION TO ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE INDEMNITEE AND SHALL NOT BE CONSIDERED THE INDEMNITEE'S EXCLUSIVE REMEDY.~~

ii. ~~2 When Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates ANY such third party's property rights and any Third Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement or the State in which the product is used, and/ or Federal Law then Customer agrees to be solely liable and shall hold harmless Paladin. Customer shall indemnify, defend, and hold harmless Paladin and its affiliates, and each of their and their respective officers, directors, employees, agents, subcontractors, permitted successors and permitted assigns from and against any and all expenses, losses, charges, damages, settlements, and/or similar or related costs incurred by Paladin resulting from any claim, allegation, demand, action, process, investigation by a third party. Without limitation to the following, Customer agrees to indemnify Paladin when: (i) Customer fails to comply with the Documentation, Specifications, and/or standards for operating the Watchtower Products and/or Equipment; (ii) any Intellectual Property Rights or other right of any person, or any law, is or will be infringed, misappropriated, or otherwise violated by any: (a) use or combination of the Watchtower Products by or on behalf of Customers or any of its representatives~~

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See above

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See above

~~1. With any hardware, software, system, network, service, or other matter whatsoever that is neither provided by Paladin nor authorized by Paladin in this Agreement and the Documentation, or otherwise in writing; and (b) information, materials, or technology directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated, or used with, as part of, or in connection with the Watchtower Products, Equipment, and/or Documentation; (c) relating to all use, negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customers or any of its representatives with respect to the Watchtower Products, Equipment, and/or Documentation or otherwise in connection with this Agreement; or (d) relating to use of the Watchtower Products, Equipment, and/or Documentation by or on behalf of Customer or any of its representatives that is outside the purpose, scope, or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Paladin's instructions.~~

12. Term² Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

i. The Initial Term of the Agreement will begin on the Effective Date and end on the Final Term End Date of the Paladin Order Form;

ii. The Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term.

1. After two renewals access to the Watchtower Portal is automatically revoked if not renewed by the End of the third Term.

2. The foregoing notwithstanding, this Agreement will survive for so long as any Paladin Order Form remains in effect. Paladin Order Form shall expire and/or terminate according to the terms set forth infra.


iii. each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with Paladin's then-current pricing packages published on Paladin's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.


13. Termination. In addition to any other express termination right set forth in the Agreement:

i. Paladin may terminate the Agreement immediately if Customer breaches any of its obligations under the Agreement.

ii. Either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30

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Must comply with O.C.G.A, § 36-60-13

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

16. Choice of Law and Mandatory Venue. This Agreement shall be construed in accordance with the laws of the state of ~~Delaware~~. CUSTOMER FURTHER HEREBY ACKNOWLEDGES, CONSENTS, STIPULATES, AND AGREES THAT ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS OR CAUSES OF ACTIONS RELATING TO THIS AGREEMENT, ANY WORK PERFORMED BY THROUGH OR UNDER CUSTOMER, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT INCLUDING WITHOUT LIMITATION THE VALIDITY, PERFORMANCE, INTERPRETATION, ENFORCEMENT OR ANY COMBINATION THEREOF, SHALL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION OF THE STATE OF ~~DELAWARE~~ OR FEDERAL COURT. CUSTOMER IRREVOCABLY WAIVES THAT ANY PROCEEDING BROUGHT IN ~~DELAWARE~~ HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

17. Mediation-Arbitration. Parties agree that all disputes, controversies or claims including any arising out of or relating to Services or Equipment provided by Paladin, its assignees or subcontractors, any warranties (express or implied), any issues or matters arising out of or related to this Agreement, or questions as to its interpretation including any breach thereof (herein referred to collectively as a "Dispute") may be submitted to non-binding mediation. IN THE EVENT THE EITHER PARTY OR BOTH ARE UNWILLING OR UNABLE TO RESOLVE THE DISPUTE BY MEDIATION, THE DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION. THE ARBITRATION SHALL BE GOVERNED BY DELAWARE LAW AND THE U.S. ARBITRATION ACT, 9 U.S.C. §§ 1-16, TO THE EXCLUSION OF ANY PROVISIONS OF STATE LAW THAT ARE INCONSISTENT WITH APPLICATION OF THE FEDERAL ACT. THE SUBMISSION TO MEDIATION OR ARBITRATION OF ANY DISPUTE ARISING DURING AN ACTIVE TERM SHALL NOT DELAY OR OTHERWISE AFFECT THE CONTINUING PERFORMANCE OF SERVICES OR ACCESS TO THE WATCHTOWER SOFTWARE. ARBITRATION SHALL BE FILED, INITIATED, OR BOTH IN DELAWARE, AND ALL ARBITRATION HEARINGS SHALL BE HELD IN DELAWARE. PARTIES AGREE TO INCLUDE THE REQUIREMENT OF THIS PROVISION IN ALL FUTURE CONTRACTS, and SUB-CONTRACTS IT MAY ENTER INTO FOR ANY PORTION OF THE TERMS OF THIS AGREEMENT. ANY AND ALL DECISIONS AS TO THE ENFORCEABILITY OF THIS ARBITRATION PROVISION SHALL BE DETERMINED BY ARBITRATION AND ANY COURT PRESENTED WITH THE ARBITRABILITY OF A CLAIM SHALL IMMEDIATELY ABATE THE CASE AND ORDER THAT THE DECISION AS TO ARBITRABILITY BE MADE IN ARBITRATION.

18. Entire Agreement: Order of Precedence. The Paladin Order Form, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations relating to or regarding the Customer's purchase and use of the Services and equipment. To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Paladin Order Form (2) the Customer Terms (i.e., Exhibit C), (3) the Terms & Conditions herein (i.e., Exhibit B), and (4) Paladin Quote (i.e., Exhibit A). No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way. There are no additional agreements of any kind between the parties with respect to the subject matter

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Georgia

Number: 2 Author: dmatricardi Subject: Cross-Out Date: 2/1/2024 1:43:11 PM
Georgia

Number: 3 Author: dmatricardi Subject: Cross-Out Date: 2/1/2024 1:43:24 PM
Georgia

RESOLUTION NO. _____**A RESOLUTION TO AUTHORIZE THE POLICE DEPARTMENT TO UTILIZE AND PROCURE DRONES; RELATED AUTHORIZATION OF PURCHASE ORDER AND CONTRACT WITH PALADIN DRONES, INC. AS A SOLE SOURCE VENDOR.**

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City’s Police Department desires to utilize public safety drones to enhance the capabilities of its emergency response teams, serve as an effective communication relay in areas with poor or disrupted communication infrastructure, and to protect the health, safety, and welfare of the citizens of Forest Park; and

WHEREAS, pursuant to Sec. 3-1-9(2) of the City’s Code of Ordinances, competitive bids are not required for sole source vendors; and

WHEREAS, Paladin Drones, Inc. qualifies as a sole source vendor. See Sole Source Justification letter attached hereto as Exhibit A and incorporated by reference herein.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Vendor. The purchase order and contract with Paladin Drones, Inc. as presented to the Council on February 5, 2024, is hereby approved subject to its acceptance of the City Attorney’s revisions.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 5th day of February, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
SOLE SOURCE JUSTIFICATION
(attached)



January 25, 2024

Divyaditya Shrivastava
Paladin Drones Inc.
11241 Richmond Ave, STE E102
Houston, TX 77082
PH. (770) 900-7643

Forest Park Police Dept & Procurement Department, GA:

This letter serves the purpose to establishing that Paladin Drones Inc. is currently the “Sole Source” of the following suite of items and services in the drone industry:

DESCRIPTION OF ITEMS AND SERVICES

To the best of our knowledge, Paladin Drones Inc. is currently the only source of the following suite of items and services listed below, and no other company or firm sources and sells / licenses such a suite of items and services at any other price level, the quoted price being Paladin’s universal sales price (USP).

- **EXT LTE Module:** Paladin is the only company in the United States that is able to connect drones to a cellular network. No other company can provide this service today. All other drones operate on a radio frequency (RF) via controller.
- **Paladin Watchtower:** Our integrated software allows the user to use their laptop device to:
 - o LTE Cellular Remote Operational Controls
 - o Streaming over LTE Cellular
 - o Dock Integration
 - o Autonomous flight

While there are other drone distributors and providers, Paladin provides a unique offering that differentiates it from having a “competitive edge” over its competitors, but rather as a Sole Source provider.

If there are any additional questions or materials that can be provided, please do not hesitate to let us know.

Sincerely,

Divyaditya Shrivastava, CEO

File Attachments for Item:

8. Council Discussion and Approval to Purchase two (2) Canines and to Enter into an Agreement between the Owners and the Forest Park Police Department- Police Department

Background/History:

The Forest Park Police Department operates 24/7, 365 days a year with four shifts managing service calls. Currently, two Canines are on duty for two of these shifts, performing tasks such as search and rescue for missing persons, detecting illegal narcotics, and aiding in criminal apprehension. Outside of normal shift work, our current Canines serve as a community-building resource by participating in educational programs in schools.

The department seeks approval to acquire two more Canines to occupy the two vacant shifts. This will allow us to have a Canine available 24/7, 365 day a year. Officers Deondre Hunt and Jamal Hunter, the handlers, intend to sell their Canines to the department for a symbolic \$1.00. The department will cover all costs related to training, equipment, and healthcare for the Canines, with officers committing to a 2-year commitment for any and all training expenses.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion and Approval to Purchase (2) Canines and Enter into an Agreement with between the Owners and the Forest Park Police Department

Submitted By: Brandon Criss (Police Chief)

Date Submitted: January 25,2024

Work Session Date: February 5, 2024

Council Meeting Date: February 5, 2024

Background/History:

The Forest Park Police Department operates 24/7, 365 days a year with four shifts managing service calls. Currently, two Canines are on duty for two of these shifts, performing tasks such as search and rescue for missing persons, detecting illegal narcotics, and aiding in criminal apprehension. Outside of normal shift work, our current Canines serve as a community-building resource by participating in educational programs in schools.

The department seeks approval to acquire two more Canines to occupy the two vacant shifts. This will allow us to have a Canine available 24/7, 365 day a year. Officers Deondre Hunt and Jamal Hunter, the handlers, intend to sell their Canines to the department for a symbolic \$1.00. The department will cover all costs related to training, equipment, and healthcare for the Canines, with officers committing to a 2-year commitment for any and all training expenses.

Cost: \$ 2.00

Budgeted for: Yes No

Financial Impact: \$2.00

Action Requested from Council: Vote for Approval

THE CITY OF FOREST PARK POLICE SERVICES DEPARTMENT
POLICE OFFICER EMPLOYMENT CONTRACT

This Police Officer Employment Contract (“Agreement”) dated the _____ day of _____, 2024, between the CITY OF FOREST PARK (the “City”), a municipality within the State of Georgia, and DEONDRE HUNT (“Police Officer” or “Officer”), for the position of POLICE OFFICER is entered into for the purpose of engaging said Officer in employment by the City subject to the following terms and conditions:

- I. The City hereby agrees to employ the above-named Officer for the position of Police Officer for the City of Forest Park Police Services Department (“Department”), and Officer accepts said employment.
- II. Officer’s employment shall commence on the _____ day of _____, 2024. The term of this contract shall be in full force and effect based upon the training provided by the City, the State of Georgia, or other certification authority and shall run for a period of two (2) years from the commencement date of employment.
- III. Officer desires to utilize his canine (“K9”) as a part of the Department’s K9 Unit and serve to as its handler during the term of his employment with the City. As such, the City agrees to purchase said K9 and provide for necessary training, certifications, and related expenses as referenced in **Exhibit A**.
- IV. Notwithstanding anything to the contrary provided herein or in **Exhibit A**, upon separation or termination of Officer’s employment, the possession and ownership of K9 shall revert back to Officer.
- V. The City shall pay Officer a salary as established from time to time by the City. Said salary shall be payable in fifty-two (52) weekly installments. Nothing contained herein shall prohibit said Officer from receiving a promotion or salary increase during the term, said promotion or increase being at the sole discretion of the City.
- VI. The City employs the Officer in the Department and Officer’s duties shall be those as may be set, increased, or reduced from time by the City at the discretion of the department head or superior officer in the Department.
- VII. Officer hereby agrees to devote his/her time, attention, and energies to the business of the City and is prohibited from engaging in any other form of employment unless authorized in writing on the appropriate form provided for off-duty work.
- VIII. Officer hereby agrees to comply with all rules and regulations, special orders, and safety orders as may be issued by the City and through its Department.
- IX. In the event Officer shall breach this Agreement due to voluntary or involuntary termination of the employment relationship with the City prior to the expiration of the term of the

Agreement provided for in Paragraph II hereof, then in that event, the parties agree the City shall be entitled to recover from Officer the sum of ten thousand dollars and 00/100 cents (\$10,000.00), representing the most conservative estimate of the total costs which have been incurred by the City in providing training and expenses for Officer and K9, and the best estimate of damages which would be incurred by the City in the event of such a breach of the Agreement; and both parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by the City because of such an early termination of this Agreement by Officer. In addition, the City shall recover from Officer reasonable attorney's fees expended in enforcing this Agreement. The City's recovery of the sum of ten thousand dollars and 00/100 cents (\$10,000.00) is not intended as a penalty but as full liquidated damages pursuant to O.C.G.A. 13-6-7, and the right to recover said sum as damages and reasonable attorney's fees from Officer shall constitute the City's sole and exclusive remedy in the event of Officer's early termination of this Agreement.

- X. To the extent that full liquidated damages are due to the City pursuant to Paragraph IX hereof, the City may withhold any wages due to Officer that exceed the statutory minimum wage, including overtime, to satisfy such liquidated damages. Further, the City may withhold any additional compensation due to Officer, including but not limited to, a payout of vacation or sick leave accrual, to satisfy such liquidated damages.
- XI. This Agreement is the entire agreement by and between the City and the Officer, and any modification or waiver shall be deemed void, unless in writing and signed by both parties.

CITY OF FOREST PARK, GEORGIA

By: _____
Brandon Criss, Police Chief

By: _____
Angelyne Butler, Mayor

POLICE OFFICER

By: _____
Deondre Hunt

Witnessed by: _____

EXHIBIT A

State of Georgia
County: Clayton

\$1.00 USD**Bill of Sale for K9 (Animal)**

IN CONSIDERATION OF the sum of \$1.00 USD, which consideration is acknowledged, Deondre Hunt (the "Seller"), SELLS AND DELIVERS to the City of Forest Park, 320 Cash Memorial Blvd, Forest Park, GA 30297, USA (the "Purchaser"), the following one (1) animal (the "K9").

Name of the K9 is _____ (insert name).

K9 is a _____ (insert breed) and certified in Tracking, Articles, and Illegal Narcotics.

The Purchaser warrants that (1) the Purchaser is the legal owner of the Animal; (2) the Animal is free from all liens and encumbrances; (3) the Purchaser has full right and authority to sell and transfer the Animal; and (4) the Purchaser will warrant and defend the title of the Animal against any and all claims and demands of all persons.

The Animal is being sold in an 'as is' condition and the Seller expressly disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Further, the Seller disclaims any warranty as to the condition of the Animal. The Seller does not assume or authorize any other person to assume on the behalf of the Seller, any liability in connection with the sale of the Animal.

The Purchaser has been given the opportunity to have a pre-purchase examination performed by a veterinarian of the Purchaser's choice at the Purchaser's expense prior to the execution of this Bill of Sale. If the Purchaser elects not to have a veterinarian perform a pre-purchase examination of the Animal, the Purchaser waives any and all rights, claims or causes of action against the Seller for any patent or latent defects pertaining to the Animal.

The Purchaser has been given the opportunity to inspect the Animal or to have it inspected and the Purchaser has accepted the Animal in its existing condition. This Bill of Sale will be construed in accordance with and governed by the laws of the State of Georgia.

The Purchaser agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, housing, medical, and any other expenses that result from or arise out of the Animal.

Upon signing this agreement, the City of Forest Park Police Department accepts all responsibility and any liability of K9.

SIGNED, SEALED, AND DELIVERED

this _____ day of _____,
_____ in the presence of:

(Signature of Witness)

WITNESS DETAILS:

Name: _____

Address: _____



City of Forest Park Police Department
(Purchaser)

Deondre Hunt
(Seller)

THE CITY OF FOREST PARK POLICE SERVICES DEPARTMENT
POLICE OFFICER EMPLOYMENT CONTRACT

This Police Officer Employment Contract (“Agreement”) dated the _____ day of _____, 2024, between the CITY OF FOREST PARK (the “City”), a municipality within the State of Georgia, and JAMAL HUNTER (“Police Officer” or “Officer”), for the position of POLICE OFFICER is entered into for the purpose of engaging said Officer in employment by the City subject to the following terms and conditions:

- I. The City hereby agrees to employ the above-named Officer for the position of Police Officer for the City of Forest Park Police Services Department (“Department”), and Officer accepts said employment.
- II. Officer’s employment shall commence on the _____ day of _____, 2024. The term of this contract shall be in full force and effect based upon the training provided by the City, the State of Georgia, or other certification authority and shall run for a period of two (2) years from the commencement date of employment.
- III. Officer desires to utilize his canine (“K9”) as a part of the Department’s K9 Unit and serve to as its handler during the term of his employment with the City. As such, the City agrees to purchase said K9 and provide for necessary training, certifications, and related expenses as referenced in **Exhibit A**.
- IV. Notwithstanding anything to the contrary provided herein or in Exhibit A, upon separation or termination of Officer’s employment, the possession and ownership of K9 shall revert back to Officer.
- V. The City shall pay Officer a salary as established from time to time by the City. Said salary shall be payable in fifty-two (52) weekly installments. Nothing contained herein shall prohibit said Officer from receiving a promotion or salary increase during the term, said promotion or increase being at the sole discretion of the City.
- VI. The City employs the Officer in the Department and Officer’s duties shall be those as may be set, increased, or reduced from time by the City at the discretion of the department head or superior officer in the Department.
- VII. Officer hereby agrees to devote his/her time, attention, and energies to the business of the City and is prohibited from engaging in any other form of employment unless authorized in writing on the appropriate form provided for off-duty work.
- VIII. Officer hereby agrees to comply with all rules and regulations, special orders, and safety orders as may be issued by the City and through its Department.
- IX. In the event Officer shall breach this Agreement due to voluntary or involuntary termination of the employment relationship with the City prior to the expiration of the term of the

Agreement provided for in Paragraph II hereof, then in that event, the parties agree the City shall be entitled to recover from Officer the sum of ten thousand dollars and 00/100 cents (\$10,000.00), representing the most conservative estimate of the total costs which have been incurred by the City in providing training and expenses for Officer and K9, and the best estimate of damages which would be incurred by the City in the event of such a breach of the Agreement; and both parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by the City because of such an early termination of this Agreement by Officer. In addition, the City shall recover from Officer reasonable attorney's fees expended in enforcing this Agreement. The City's recovery of the sum of ten thousand dollars and 00/100 cents (\$10,000.00) is not intended as a penalty but as full liquidated damages pursuant to O.C.G.A. 13-6-7, and the right to recover said sum as damages and reasonable attorney's fees from Officer shall constitute the City's sole and exclusive remedy in the event of Officer's early termination of this Agreement.

- X. To the extent that full liquidated damages are due to the City pursuant to Paragraph IX hereof, the City may withhold any wages due to Officer that exceed the statutory minimum wage, including overtime, to satisfy such liquidated damages. Further, the City may withhold any additional compensation due to Officer, including but not limited to, a payout of vacation or sick leave accrual, to satisfy such liquidated damages.
- XI. This Agreement is the entire agreement by and between the City and the Officer, and any modification or waiver shall be deemed void, unless in writing and signed by both parties.

CITY OF FOREST PARK, GEORGIA

By: _____
Brandon Criss, Police Chief

By: _____
Angelyne Butler, Mayor

POLICE OFFICER

By: _____
Jamal Hunter

Witnessed by: _____

EXHIBIT A

State of Georgia
County: Clayton

\$1.00 USD

Bill of Sale for K9 (Animal)

IN CONSIDERATION OF the sum of \$1.00 USD, which consideration is acknowledged, Jamal Hunter (the "Seller"), SELLS AND DELIVERS to the City of Forest Park, 320 Cash Memorial Blvd, Forest Park, GA 30297, USA (the "Purchaser"), the following one (1) animal (the "K9").

Name of the K9 is _____ (insert name).

K9 is a _____ (insert breed) and certified in Tracking, Articles, and Illegal Narcotics.

The Purchaser warrants that (1) the Purchaser is the legal owner of the Animal; (2) the Animal is free from all liens and encumbrances; (3) the Purchaser has full right and authority to sell and transfer the Animal; and (4) the Purchaser will warrant and defend the title of the Animal against any and all claims and demands of all persons.

The Animal is being sold in an 'as is' condition and the Seller expressly disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Further, the Seller disclaims any warranty as to the condition of the Animal. The Seller does not assume or authorize any other person to assume on the behalf of the Seller, any liability in connection with the sale of the Animal.

The Purchaser has been given the opportunity to have a pre-purchase examination performed by a veterinarian of the Purchaser's choice at the Purchaser's expense prior to the execution of this Bill of Sale. If the Purchaser elects not to have a veterinarian perform a pre-purchase examination of the Animal, the Purchaser waives any and all rights, claims or causes of action against the Seller for any patent or latent defects pertaining to the Animal.

The Purchaser has been given the opportunity to inspect the Animal or to have it inspected and the Purchaser has accepted the Animal in its existing condition. This Bill of Sale will be construed in accordance with and governed by the laws of the State of Georgia.

The Purchaser agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, housing, medical, and any other expenses that result from or arise out of the Animal.

Upon signing this agreement, the City of Forest Park Police Department accepts all responsibility and any liability of K9.

SIGNED, SEALED, AND DELIVERED

this _____ day of _____,
_____ in the presence of:

(Signature of Witness)

WITNESS DETAILS:

Name: _____

Address: _____

City of Forest Park Police Department
(Purchaser)

Jamal Hunter
(Seller)

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE POLICE DEPARTMENT’S PURCHASE OF TWO CANINES AND APPROVE EMPLOYMENT CONTRACTS FOR THEIR HANDLERS, OFFICERS DEONDRE HUNT AND JAMAL HUNTER.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City desires to purchase two (2) canines for the Forest Park Police Department and to enter into employment agreements with their respective handlers, Officers Deondre Hunt and Jamal Hunter.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. The employment agreements and bills of sale with Deondre Hunt and Jamal Hunter as presented to the Council on February 5, 2024, is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

SO RESOLVED this 5th day of February, 2024.

Angelyne Butler, Mayor

ATTEST:

(SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney