



CITY COUNCIL REGULAR SESSION

Tuesday, January 17, 2023 at 7:00 PM
Council Chambers and YouTube Livestream

MISSION STATEMENT

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

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

Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

AGENDA

VIRTUAL MEETING NOTICE

DISCLAIMER: For in-person attendance, all CDC requirements of Masks and Social Distancing is recommended.

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:

INVOCATION/PLEDGE:

ROLL CALL - CITY CLERK:

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

APPROVAL OF MINUTES:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from January 3, 2023 -
City Clerk**

OLD BUSINESS:

- [2.](#) **Council Approval on the Appointment of Mayor Pro-Tem - City Clerk**

NEW BUSINESS:

- [3.](#) **Council Approval to Amend Human Resources Department's Budget to Add a New Position - Human Resources**
- [4.](#) **Council Approval of Resolution 23-03 for Budget Line Item Transfer - Planning & Community Development**
- [5.](#) **Council Approval of Resolution to Purchase GovClarity Software – Planning & Community Development**
- [6.](#) **Council Approval of Allocating Funds to the Police Department for Surveillance Cameras and Installation – Police Department**

Background/History:

The Police department intends to install surveillance cameras for monitoring open/public areas in an effort to enhance the safety and service for all Forest Park citizens and visitors to our city. There are 34 poles that have been identified for camera installation. Each camera will have 360-degree directional capabilities. Georgia Power will complete the installation, as the cameras will be attached to existing poles that Georgia Power owns and only Georgia Power can install new equipment on their poles. The anticipated total cost of this project would be roughly \$819,270. Funds are needed to cover the cost of equipment, installation, software, and to have in place a contingency budget. The Police Department did not account for the surveillance cameras in the Capital Outlay Budget or the American Rescue Act Funds; thus, no funds were allocated for these cameras. The Police Department is requesting allocation from the ARPA funds.

CLOSING COMMENTS BY GOVERNING BODY:

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 Council 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 Approval of Council Work Session and Regular Meeting Minutes from January 3, 2023 -
City Clerk**



CITY COUNCIL WORK SESSION
 Tuesday, January 03, 2023 at 6:00 PM
 Council Chambers and YouTube Livestream

MISSION STATEMENT

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

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The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James	The Honorable Dabouze Antoine
The Honorable Hector Gutierrez	The Honorable Latresa Akins-Wells
The Honorable Allan Mears	

Dr. Marc-Antonie Cooper, City Manager
 S. Diane White, City Clerk
 Mike Williams, City Attorney

DRAFT MINUTES

CALL TO ORDER/WELCOME: The meeting was called to order by Mayor Butler, and she read the Mission Statement.

ROLL CALL - CITY CLERK: A quorum was established

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5		✓

Javon Lloyd, Public Information Officer, Chiquita Barkley, Finance Director, Jeremi Patterson, Deputy Finance Director, LaShawn Gardiner, Director Planning & Community Development, Shalonda Brown, Director of Human Resources, Diane Lewis, Deputy HR Director, Fire Chief Latosha Clemons, David Halcome, Deputy Fire Chief, Bobby Jinks, Director Public Works, Deputy Police Chief, Sandra Johnson, and Arthur Geeter, Purchasing Manager

CITY MANAGER'S REPORT: Dr. Marc-Antonie Cooper, City Manager**COMMUNITY INFORMATION/REMINDERS:**

- On Friday, December 9th Congress Woman Nikema Williams presented a “Congress in your Community Event” that was held at the Forest Park Library. She and her team spoke with the community about getting help with Social Security, tax refunds and Veterans Affairs Benefits and more. For more information or to contact Congresswoman Nikema Williams’s office please visit her website at nikemawilliams.house.gov.
- Forest Park Fitness – Every Tuesday 6pm – 7pm held at the Forest Park Recreation Center, 803 Forest Parkway.
- Senior Panthers in Action – BINGO NIGHT – 55 and up you’re invited – every 3rd Friday from 5:00pm – 9:00pm held at the Forest Park Senior Center, 5087 Park Ave, Forest Park, GA
- The City of Forest Park will host a Business Community Discussion tentatively scheduled for January 11th from 10am – 11am held at the Community Center 696 Main St. We would like to hear from our business community on ways we can better serve them and make doing business with our city easier.

CITY OPERATIONS:

- During the Christmas Holiday the City of Forest Park was one of multiple cities in Clayton County affected by an unprecedented water outage. Mayor Butler signed a Local Emergency Declaration on the evening of December 24th, that set the stage for us to respond quickly to any Weather Emergency during this time.
- Under this emergency declaration our team came together and purchased cases of bottled water and worked with the Georgia Emergency Management Agency (GEMA) to purchase in larger quantities. The team organized multiple water distribution events one on December 26th at the Forest Park Police Department on Cash Memorial and on December 27th & 28th in the Recreation Center Parking lot. Overall, the city distributed over 2,270 cases/54,490 bottles of water to our residents. We were the first city in the county to have such events organized and implemented and it took all to make it happen.







- The 2023-2032 Local Option Sales Tax (LOST) certification has been signed by all cities and the county. It has also been submitted to the state and solidifies Forest Park's distribution of sales tax revenue for the next 10 years. We appreciate Chairman Jeff Turner and Clayton County on being such great partners and moving this matter forward swiftly.
- On December 5, 2022, a ceremony was held to celebrate the commencement of the second phase of improvements which includes the installation of streetscape lighting, continuation of sidewalk connectivity, and landscaping from the water fountain to Phillips Drive. The enhancements will promote economic development growth and business attraction to the downtown district.

EMPLOYEE SPOTLIGHT/SHOUT OUT:

- Our Water Distribution Events took all hands-on deck to make it possible. Thank you, Mayor Butler, for signing the Local Emergency Declaration.
- Thank you, Fire Chief Clemons, Dep. Chief Halcome and Emergency Management Coordinator Ioana Armstrong for activating the EOC and keeping track of our situation and help to coordinate water purchases and distributions.
- Thank you, Battalion Chief King, the City of Forest Park CERT team, our Fire Recruits; Director LaShawn Gardiner and our Code Enforcement Team; Deputy Chief Sandra Johnson and the Forest Park Police Department for helping distribute cases of water to our seniors and disabled residents that could not make it out to the distribution location.
- Thank you to Ms. Chiquita Barkley, and Finance Manager Nekeeta Davis for processing the emergency purchase order for us to receive our 46 Pallets of water for distribution.
- Thank you, Director Maxwell and the Recreation and Leisure staff, for providing the support and the location for the distribution to take place, as well as some entertainment.

- Thank you, Director Bobby Jinks, and the phenomenal men and women of our Public Works Team, Building Maintenance Team, and Parks and Recreation Team. You were truly the engine that kept our momentum going with this distribution.
- Lastly, I would like to thank the residents of the City of Forest Park for helping us maintain order and adhering to the requirements that aided us in providing as much help as we could in an such an orderly and expeditious fashion.

Mr. Franks, Clayton County Water Authority Executive Director - Obviously everyone is happier now that they have water. However, that particular crisis we called the perfect storm, when it comes to that type of temperature for that period of time. We are all aware of the temperature and the impact it has had on our community. Throughout this event we had over 10,000 calls come through our office and feel a sense of accountability when it comes to water, and that is how everybody sees us; but we were all in this together. As Clayton County Water Authority as well as the community. One of the things we struggled with, and we communicated to our residents and to the community, before the cold snap happened, and we did not think it would last that long. What we had found and have prepared is about 22-line breaks.

When the first started to happen and people were losing water and pressure, we thought it was a 24inch line somewhere broken. We thought we had a 10-inch line somewhere losing water pressure, but when the temperature dropped any people lines started to freeze, empty buildings, and schools over the county. For that reason, we lost a significant amount of pressure.

You all experienced most of the impact, the pump station is a bit further south from you, mostly Forest Park had some significant issues. Mayor and I had some conversations earlier and met you all at Sam's to get some water too you. You all were the first to act on this, but we recognized people were hurting. When you do not have water, you really get to see what its' value is. As of now pressure should be back to where it should be, and we have not yet had a chance to debrief our team to see how this can be prevented next time. More will be communicated to make sure people are aware of things to do, for instance leaving the faucet dripping.

You have 30 PSI coming to you, when you should have 95, but by the time it gets to you everyone else has taken it and I do not know how many of you did not have water. The system is up and running full pledge and we had a meeting today to regroup. We have a great team, and I would like to brag on them. We appreciate how Forest Park acted immediately with getting water to the community. We ourselves gave out over 12,000 cases of water ourselves at different locations. We also delivered water to a lot of the elderly, because some are homebound and cannot get out in the community and take care of themselves.

I have received a lot of angry calls, but I am well equipped now to handle whatever else comes my way. We understand and recognize that the fault will come out way, because we take care of the water system. However, the blame is to be shared, it is a community event that we all witnessed and went through. Again, you all did a great job taking care of your community and we commend you.

Comments/Discussions from Governing Body:

Councilmember Antione – Thank you for your leadership. I want to thank Dr. Cooper for his leadership of this team. On my part it was a struggle from the emails and the calls, and I was just hoping you all could get it together. What does PSI mean?

Mr. Franks – Pressure per square inch. When it comes to pressure from our distribution center or our plant. You are normally 95 and were down to about 32. So, you can imagine us pushing the pressure toward you and everyone consuming it before it gets to you, and you have little to no water.

Councilmember Gutierrez – Thank you for that presentation and I appreciate you being here. The way our city, the city manager and staff responded and you all being in the fore front, but things happen. Moving forward I would like to follow up on this to see how we can avoid this in the future. I know you said you received a lot of phone calls, so did we. This just makes us grateful for what we have and having water every day and being able to turn on the faucet, but without it can be crucial.

I would love to follow up with you after your after-action review, and you all talk about what it is that we can improve upon. If we linkup I am sure there are grants out there to improve infrastructure and the more people, we can get on board the better it will be. We can even initiate a community so that this is not forgotten. I appreciate you taking credit, but this is not something I want our people to go through again.

Councilmember Wells – Thank you for being here and thank you Dr. Cooper, for stepping up and being out there.

Councilmember Mears – Thank you for the effort because I know you have a headache or had a headache or will get a headache. Anything we can do here in Forest Park, to help you help us just let us know.

Mayor Butler – I want to thank you again for everything you did to help aide us during these unprecedented times from early morning calls to being up at Sam's Club first thing in the morning. You were there the entire step of the way and I commend you and on behalf of the community we thank you.

Mr. Franks – You all are the first, the community looks to you. You need answers from us to provide them with answers and we will continue to improve on that.

PRESENTATION:

1. **Introduction and Presentation - Public Safety Educator ANTHONY GALLMAN** – Fire & EMS Department

Background/History:

FPFD would like to introduce its new Public Safety Educator, Mr. Anthony Gallman. Mr. Gallman comes to us with 35 years of experience in the fire safety industry, which has led him to the area of prevention. He and his wife Renee have two children Braden and Brenna.

His passion is community service. He has been a Lions Club member for 14 years and has served on local and state levels. He has been recognized with several accommodations; one he is most proud, the Melvin Jones Fellowship, which is the highest honor in Lions Club International.

Mr. Gallman will be a great asset to our Fire Prevention Division. His training and background will offer our community his experience in education, enforcement, and investigations.

Mr. Gallman has a brief presentation of his program and short-term goals for the City of Forest Park.

Mr. Anthony Gallman – Good evening, Mayor and council, thank you so much for allowing me to be on board. I look forward to the challenge, I think Chief Clemmons, has been paramount to making me

responsible; I will do that, and I promise to deliver to the community. This brief presentation is of a Life Safety Program, I would like to present and bring to the City of Forest Park. The priority is going to be 1 to 3 months, I would like to establish a positive community relationship. We had a nightmare with the water outage, but I think that was a great idea to be able to deliver to the community to let them know that we care.

The Smoke Detector Bliss Program as you can see the stats say, roughly 3 out of 5 fire deaths happen in homes with no smoke alarms or no working smoke alarms. I will partner with The Red Cross and their affiliates and get out in the community by April, to give out smoke detectors within the community to the homes that do not have any. Part of the prevention program we need to update our current Life and Fire Safety Handouts. They need to be evaluated and replaced with current messaging through the National Fire Protection Association. This has already been started and I have created a spreadsheet of what we have and what I think we can use.

I would like to bring to our employees a Safety Ambassador Program to teach life safety within our departments. How to use a fire extinguisher, how to do CPR, how to use an AED and basic first aid. If we are going to teach the citizens, we should teach our employees the same.

The operations Safe Haven is something I think we need in all communities. Recently the Supreme Court has overturned Roe vs. Wade ruling and we need to be progressive by offering options to women in crisis, to get help. These Safe Haven boxes, will be installed in fire stations and are connected to 911 and offers a way to prevent illegal abandonment of newborns by raising awareness, offering a 24-hour hotline for mothers in crisis and offering the Safe Haven Baby Boxes as a last resort option for women who want to maintain complete anonymity.

Sparky the Fire Dog is the beloved mascot of the National Fire Protection Agency. This loveable canine is recognizable to adults and children and conveys fire and life safety messages to help prevent injury. Our costumes are outdated, and need to be replaced, so that it is more children friendly by allowing mouth speaking and eyes blinking, to make it more animated.

I would also like to give monthly safety tips for the workplace and add them to the monthly newsletter. The message will be uniform across the state and the nation. Me and my counterparts will be working together to teach basic life safety like CPR, and we will be doing that in the community. It is the Goal of the department and the Public Safety Educator to provide focused messaging for the community throughout the year. This is a basic start for what I have seen that we have, and what I would like to build upon. Thank you for your time and the opportunity and I look forward to working with each and every one of you and the citizens.

Comments/Discussions from Governing Body:

Councilmember James – Welcome and thank you for choosing Forest Park and thank you Chief Clemmons, for choosing our educator here. I have a question about the baby box, it is a very unique idea, and this is my first time ever hearing about it and I think it is an awesome thing. How does it work; do they drop the baby off anonymously and the baby is protected?

Mr. Anthony Gallman – Yes, women in crisis do not want people to know that they are doing such a thing. It is anonymity and there is no repercussion. We may have to look at doing a local ordinance, by research there is state governance on how this is done. I would definitely look to the city attorney to go further with that.

Councilmember Antoine – Thank you and welcome to the all-star team. I think it is a great job that you are doing, education is key. So many residents have passed away from fire, trees falling onto their homes, simply because someone did not know how to do CPR, they are not educated, and they do not know what to do. We saw an example of that yesterday with the football player and the CPR. So. I am very interested in this, and I challenge the mayor and council to get that CPR. So, we are looking forward to the dates for those classes.

Councilmember Gutierrez – I will accept that challenge. Welcome and I am really excited about this program. Educating our citizens is essential. Like the councilmember said checking the alarms and making sure they are up to date, and I am excited about bringing the mascot into the schools, just because I think it is a great starting point to get to our families. Thank you, Chief Clemmons, for your leadership.

Councilmember Wells – I would like to say welcome and thank you for what you are going to bring to the City of Forest Park; and thank you to our amazing chief. You can see the difference since she has taken the chief position; thank you for everything that you bring to the city and to the department.

Councilmember Mears – I think you have a lot of good ideas and CPR is one of my pet peeves and we need to teach people from the youngest to the oldest how to do it. You never know when you will need it or when you have to assist somebody. I am excited about your program bring these activities in and welcome to the city.

NEW BUSINESS:

2. **Administrative Appeal (Blood Plasma Center) – Planning & Zoning; Legal**

Background/History:

During the October 3, 2022, meeting, the City Council adopted a moratorium on blood plasma centers due to the concern regarding the potential negative effects such centers might have on local neighborhoods. This arose in part due to an inquiry the City received from a potential developer of such a center and the fact that the City does not currently have any regulations controlling such centers.

The language of the moratorium provides for an appeal and/or exemption from the moratorium if the applicant can show that its proposed use would be in compliance with the anticipated changes the City might adopt.

Harold Buckley, Attorney – Seeking to redevelopment a vacant drug store property at 833 Forest Parkway. You have the written appeal where we lay out the legal basis that we have vested our rights to proceed with this proposed redevelopment. The company entered into a contract to purchase the property, and during the due diligence stage they reached out to the city planning staff to confirm the property could be used for this purpose under the current zoning and they received a confirmation letter on August 3, 2022.

Based on that letter they took the proper steps to move forward with the purchase of the property. So, our argument is we have vested our rights to proceed with this development. I have Nicholas Berk here with me who can answer any questions about the interactions with the planning staff.

What I want to focus on is the standards the city is considering during this moratorium. There will be some sort of text amendment, I am unsure if it is to the zoning ordinance or the comprehensive plan, it can be either of both or those. We understand that there are ten standards and when you adopted the moratorium

it basically said anyone that wanted to seek an exemption could do so by showing compliance with the new standards the city was considering.

We do not know what the standards are because the planning department is in the review process. Looking at the standards that exist, we meet 9 of them. The other one we substantially comply with as we are only off by about 50 ft. I do have with me Aaron Renshaw, who can speak about the facility operations if you would like to go into it with more detail. Later we will be asking for your support and approval for the exemption of a moratorium on conditions of the 9 standards that we do meet.

Comments/Discussions from Governing Body:

Councilmember James – The fact is nearly 80 percent of what I call blood centers are in Americas poorest neighborhoods. Our community is a very diverse community, which includes not only low-income families, but also high-income families. So, I think it brings a certain stigma to our community to have a blood center in our community especially on a parkway.

One of the other things I would say, and this is probably addressed to staff, is to consider with these proposed conditions, to include something with restrictions on how close it can be to a recreation center or a place where children play.

We are spending millions of dollars on the Star Park renovations, and it was not this council that allowed a transfer station to appear in the community, but it would be under my administration to allow a blood center in our community, and I am not for it. I have spoken to other members of the community; some are well to do, and some are not. I do not like the stigma that it brings when it comes to having this type of facility in our community so I will not be in support of it.

Councilmember Antoine – Thank you for coming, what is the stigma behind this? Can you answer her question?

Harold Buckley – I do not dispute the position the councilmember took, that this has been the experience in Forest Park. What I will respond with is that this is an issue of fundamental unfairness. When people talk about, I bought the property and I wanted to use it for something and now I can't, there is the statement caveat inter, let the buyer beware. You are supposed to do your homework before you go through with a major purchase like buying a piece of property, and we did that.

As I said in my appeal there was literally nothing else, we could have done to see this coming down the pipeline. When we got the letter, we still had time in our diligence period to look into things, but we ended it because we did our homework and realized it is suitable based on zoning. So, this triggered a requirement for our earnest money to be non-refundable.

We had already paid 50,000.00 in earnest money that was non-refundable. Then because the total earnest money that was due was 75,000.00, we wrote another check for 25,000.00, in reliance on that letter. Now we are obligated to purchase the property at 1.8 million dollars. In response to the councilmember respectfully, I think it would be very appropriate to look at those policy issues when you are looking at facilities coming down the pipeline. As for this one it would be fundamentally unfair to stop us by changing the rules of the game after it has gotten started.

Councilmember Antoine – This is in my ward, and I want what is best for the community, just like we need water we need blood. So, I am trying to find out what is so bad about having a Blood Plasma Center. People in my community called and they did not mind it, but I just want to know, the stigma behind it.

Harold Buckley – What I understand is this and Aaron can speak more in detail. This industry is dominated by a few really big players, they go where they want, and they target certain communities. We are a smaller business, and we follow best practices that are higher than those. So, we do not have those issues with our facilities. I do not dispute that they exist, but we are a different type of operation and we do not have those problems.

Councilmember Gutierrez – Thank you for your presentation, I feel bad that this made it, you got a letter, and this got approved, and we need to fix those things. I am 150 percent against you coming into our community. The data shows that your type of business targets our communities, low-income communities. I cannot, like Councilmember James said, support something like this. You are going to come into my community, and at time when people are in these idea situations. I do not want them to have to go sell their plasma for 30 dollars to go and buy some milk and eggs. Apologize for what you are going through, we will get it fixed, but I will do whatever it takes for me to prevent you coming into my city.

Councilmember Wells – I agree with my colleagues, it targets certain areas. I would like to see something better there, maybe something for our kids that the community can benefit from, like a community center. I too apologize, because we have to make sure we uphold our end and do what we are supposed to do to prevent these types of things from happening, but I cannot agree with this.

Like Councilmember said, we already have a transfer station in the middle of my ward and the residents have to deal with that, and they should not have to keep dealing with things they do not have to deal with. So, I cannot support this.

Councilmember Mears – I thank you for your presentation, sir, but I also agree with my colleagues.

Mayor Butler – I agree with my colleagues and because this could potentially end up in litigation, I will reserve my comments until then.

3. Council Discussion and approval of appointment for Mayor Pro-Tem - Legislative

Background/History:

Council approval of appointment for Mayor Pro-Tem for 2023 calendar year.

Mayor Butler – Historically, this appointment goes in chronological order, and with that said Councilmember Wells, would be up for appointment for this calendar year. For those unaware, anyone selected for this appointment will serve in my absence.

Comments/Discussions from Governing Body:

Councilmember Gutierrez – As Mayor Pro- Tem, I know Councilmember Wells will do a great job.

4. Council Discussion and approval to Set and Publish the Qualifying Fees - Executive

Background/History:

The City of Forest Park's General Election will be held on Tuesday, November 7, 2023, for the offices of Councilmembers Wards 3, 4, and 5. Pursuant to O.C.G.A. §21-2-131(a)(1)(A), the City Council must set and publish the qualifying fees by February 1, 2023.

The qualifying fees shall be three (3%) percent of the total gross of the office paid in the preceding calendar year. The qualifying fee for the Councilmembers for Wards 3, 4, and 5 will be four hundred thirty-two dollars (\$432.00).

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

It was moved to enter into Executive Session for Personnel, Litigation and Real Estate at 6:43pm.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

It was moved to reconvene back into the Work Session at 7:09pm

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

ADJOURNMENT:

It was moved to adjourn the Council Work Session at 7:09pm

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears



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 The Honorable Latresa Akins-Wells

Dr. Marc-Antonie Cooper, City Manager
 S. Diane White, City Clerk
 Mike Williams, City Attorney

DRAFT MINUTES

CALL TO ORDER/WELCOME: The Meeting was called to order by Mayor Butler, and she read the Mission Statement.

INVOCATION/PLEDGE: The invocation and pledge were led by Dr. Beeler, of Gateway Restoration

ROLL CALL - CITY CLERK: A quorum was established

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5		✓

Javon Lloyd, Public Information Officer, Chiquita Barkley, Finance Director, Jeremi Patterson, Deputy Finance Director, LaShawn Gardiner, Director Planning & Community Development, Shalonda Brown, Director of Human

Resources, Diane Lewis, Deputy HR Director, Fire Chief Latosha Clemons, David Halcome, Deputy Fire Chief, Bobby Jinks, Director Public Works, Deputy Police Chief, Sandra Johnson, and Arthur Geeter, Purchasing Manager

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There were two (2) speakers:

Jonathan Baker, Battalion Fire Chief – As Battalion Chief, my job is to manage major disasters and things of that nature. What people do not see is the other most important thing we have to take care of and that is our employees. I love them more than I love myself and that is why I am standing here in front of you tonight. If we take care of our internal customers, our employees, then they will take care of our external customers.

For many months we have been struggling to make sure they have been paid correctly. We have had ongoing issues: some have been transitioning from Incode to ADP, some are clerical errors and some just the way the numbers have been documented. As these things are being discovered, instead of getting it fixed there has been a lot of fingers pointing. Our employees deserve us all at the table battling to get things fixed.

Some of these things have taken months to get resolved, it goes back to October payroll. Personnel not receiving their back pay for the pay raise they were due. In November 23 personnel was shorted their overtime pay at the rate it was supposed to be paid at. They were paid their overtime at a rate less than their hourly salary, not at their time and a half.

The following week we had a lot of personnel missing hours. We finally got a face-to-face meeting with Dr. Cooper, the finance payroll team, Chief Clemmons and Chief Halcome were all present. On that day, December 2, one of our employees was paid .66 cents an hour for 53 hours' worth of work, the net bring home was a zero-point zero-dollar check. That was brought to attention on December 2, that employee was out on injury and had gone without pay for a substantial amount of time. They received an, if you do not pay this by December 12, notice we are going to repossess your vehicle.

For the next two weeks we battled to get that employee paid. On December 14, I am sitting in Human Resources, begging for a solution because 23 of us still had not been paid that overtime from November, from before Thanksgiving. That is when things escalated, we got some checks cut that day, but it was two days past the deadline to get the employees car paid for. Since then, we have had an employee miss a paycheck the last two Fridays, the pay has been going to a prepaid debit card. He was accused of having his payroll changed to this, which would have to go through human resources, which it did not.

Friday, Battalion Chief Flagg was able to stand in at the city hall where we were instructed not to go, to demand the check and finally two checks got cut. That employee had to wait almost two weeks before he got his money. What can we do to get a more expeditious way of getting our employees paid, regardless of who end it is on.

Patricia Rankhorn – I have lived in Forest Park for 34 years, never had a problem. My husband just died, I am a retiree and I live alone. Last Thursday when I came home from the doctor's, there was a group of young ladies 10-12 of them, standing on the corner of where I live screaming at one another.

I had to drive-by them to get to my house, and I called the police when I got there, because I knew they were going to get to fighting. They said someone else had called and they would be there shortly. I walked across the street to my neighbor's house and stood for about a good 5-6 minutes before they came. Two police came in an SUV they had no siren on, no blue lights and just rode in easily. Both of them got out of the vehicle and all those girls just took off running.

Never once did the police say stop. They had one girl on the ground beating her, with their fist. I felt like they were gangs, another girl came up with a bat and was fixing to hit the girl, thank God the police showed up in time to stop her or she might have been dead. The police just let everybody go and I was one of the people that called.

I called and told them you all left me and my neighbor in jeopardy, no one was reprimanded they was just let go. I want law back here in Forest Park, and I have never had anything like this happen; it scared me. I need to know I have protection from our police, at this point I would call the fire department before I call the police anymore. I got no results, they never even tried to talk to us.

Two or three of the girls ran down the road and jumped a neighbor's fence and tried to kick in his back door. He had a ring doorbell, and he gave the video to the same police, but had not heard any more about it. I feel like it was a policemen place to restore order there, and make sure no one would be hurt. I have always looked up to the police and was totally shocked at what I saw Thursday evening. I just want law here like it used to be.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to adopt the Council Regular Meeting Agenda as printed.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

APPROVAL OF MINUTES:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from December 5, 2022 - City Clerk**

It was moved to approve the Council Work Session and Regular Meeting Minutes from December 5, 2022

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

NEW BUSINESS:

- 2. Council Approval of Administrative Appeal (Blood Plasma Center) – Planning & Zoning; Legal**

Background/History:

During the October 3, 2022, meeting, the City Council adopted a moratorium on blood plasma centers due to the concern regarding the potential negative effects such centers might have on local neighborhoods. This arose in part due to an inquiry the City received from a potential developer of such a center and the fact that the City does not currently have any regulations controlling such centers.

The language of the moratorium provides for an appeal and/or exemption from the moratorium if the applicant can show that its proposed use would be in compliance with the anticipated changes the City might adopt.

It was moved to approve the Administrative Appeal for the Blood Plasma Center

Motion made by Councilmember Antoine.

Motion failed for lack of a second.

3. Council Approval of Resolution of the Appointment of Mayor Pro-Tem for 2023 - Legislative

It was moved to appoint Councilmember Latresa Akins-Wells as the 2023 Mayor Pro-Tem

Motion made by Councilmember Gutierrez, Seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember Gutierrez, Councilmember Akins-Wells

Voting Nay: Councilmember James, Councilmember Antoine, Councilmember Mears

Motion failed.

4. Council Approval of Resolution to Set and Publish the Qualifying Fees for Nov. 2023 - Executive Office

It was moved to approve the Resolution to Set and Publish the Qualifying Fees for Nov. 2023

Comments/Discussions from Governing Body:

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James – Happy New Year 2023 to everyone, looking forward to a great year. I will begin my ward meetings on the third Thursday of every month. However, I am not sure about January due to our retreat. I do want to say to the battalion chief, I hear you and I thank you when items are brought to our attention. We will make sure we handle it, and I do understand. We love our employees; we love our staff; you all make us look good and you all are why we are here.

As far as Law and Order goes, we do believe in it to our fellow residents. We will see what we can do to better address that. I believe in our police department, and I do know that we have some fine officers. My condolences to you on your husband.

Councilmember Antoine – Welcome back everybody, Happy New Year; I believe great things for this year for everybody. I know last year there was a lot of covid, but I believe this year the season is going in the right direction. battalion chief, thank you for coming up and sharing that with us. You are in good hands, and we will get to the bottom of this, you are not alone, we have your back on that. Dr. Cooper will make sure all that is resolved. To the new employees that came on, welcome to the All-Star Team. You will see that the environment here is people wanting the best for other people.

I did not thank you last year, but I would like to thank you all for the hard work that you do to make the city better. Again, you all know how to contact me, Ward 2 you know you guys are the best ward. We have big developments coming here and I am here to let you know we are going in the right direction. You know the 600,000-dollar home they are building here, it sold. The city is headed in the right direction. If you see something, you say something. We are not the smartest and we do not know it all, so we ask you all to help us to make the city a better place for all.

Councilmember Gutierrez – Thank you for coming out today, it is rainy so please be safe. Happy New Years to everybody, during the break I had a tragedy, I lost my mother and want to thank everybody that reached out to me and everybody that called me. I would like to give a shoutout to our city and the way they took the initiative to handle the water issue. It made me proud to be part of this.

Chief we are going to handle that; thank you for bringing that to our attention. Nothing is perfect and like Councilmember Antoine said we need to speak up about things, so we can make them right. Thank you for your public comment, we are going to address that as well. Our police are very dedicated so I know that they will handle this. This is election year you must hold us accountable and for the people in our wards, if you thought about running and think you can do a better job, shoot your shot.

I was an educator and did not have a lot of experience in policy and I shot my shot, and I am up here, and I won by 7 votes. It is not rocket science, it is looking out for our people and making the best ethical decision that you deem possible and justifying it and being as transparent as you can.

Shoutout to Tenisha Dixon our council aide, she is my backbone when it comes to all these events. Tomorrow is her birthday, so thank you Lord and Momma Dixon for letting us borrow her. I am extremely thankful for her and our staff. We are glad to have the water back. Thank you, Mr. Frank, for coming here to show your face, others ignore things and do not pop up. Bingo night is coming up, make sure you stay warm and come out and celebrate with us at the senior center.

Councilmember Wells – Councilmember Gutierrez, my deepest condolences to you and your family. To Chief Baker, one of my favorite people in the police department. I was in tears up here listening to you. There are bigger things going on, I do not give a damn about being Mayor Pro-Tem, I care about situations like this. This is important and the type of things we need to be focused on.

I have been hearing about it and I did not know It was the fire department. Every department needs a person like you, to get up here and speak for our employees so they do not have to worry about retaliation, because it happens. That was a bold move for you, thank you sir. Chief Clemmons, I know you have a lot to do with what goes on in the fire department, but I just applaud you and Chief Baker.

Our employees should not have to go through this, if you come here and give this city your all, the least you should be able to do is feed your family and pay your bills. We need to hold people accountable, no disrespect to Dr. Cooper, but you are the city manager, and you need to be held accountable. When things like this and the department is not going the way, it should, it comes back to you. It is embarrassing to have employees come to work every single day and give their all and end up with nothing. How would you feel if it was your family?

Some people are up here just for money, but if you came to these meetings every Monday and did not get your check how would you feel? We need to start having a different conversation and hold people accountable. For every department head get someone like Chief Baker to speak up for these employees, because sometimes they are turned away when they try and speak up for themselves. They have to worry about having a short check and being retaliated against, for speaking about having a short check. My heart hurts for you all and as a city we need to do better, when it comes to our employees. The employees take care of us and they take care of the city. We need to put a little more attention and focus on them.

Again, I am not here for a title I have been in office for 11-12 years. I am going to be Latresa Wells, whether I am councilwoman; I am going to be me. For 12 years I have been giving back to my community. This young lady has 6 kids, and the Gerald Crawford Foundation is a non-profit organization that I teamed up with to help provide Christmas for her kids and to buy groceries. We spent thousands of dollars to make sure her family was taken care of; those are the type of things I like to focus on, and I will continue to do that whether I am here or not.

This title does not make me I am Latresa Shantae Akins- Wells, before I am anybody and these are the things that put a smile on my face, not a title. I appreciate you all for your decision. You have someone up here that does absolutely nothing, gets drunk and steal money; I hope you do not appoint him. I will be in favor of Councilmember Gutierrez again because he puts in the work and deserves to hold that title. It is never about a title; it is what is in me and not what is on me.

I thank God for being in a position to be able to help these families, you see people not getting their checks it could be us any day. Me and my family are in the business of helping. My husband is one of those employees and he still gave some money to help the family, that is what we are about. Happy new Year's, God bless you and hopefully our employees do not have to endure this anymore. Dr. Cooper, you can get on this and make sure our employees are good like they make sure our city is good.

Councilmember Mears – I hope you all had a Happy New Years. We are working diligently to correct the problem and I am sure there is a lot of fingers pointing that can be done, but this does not solve the problem. We need to find out what the problem is and get it cleared up as soon as possible. We need our fire and police department; we need our city workers and all the people that work every day to help make Forest Park.

The person with the gang problem or whatever she calls it, we need to get a handle on that. That is something that is growing underneath it is smoldering and we do not want that to any further. We want to make sure the fireman gets paid. This is something we must do, and I will work with Dr. Cooper, the finance department and the police department to get these problems resolved.

Councilmember Gutierrez – Yes, I would like to give our city condolences to Big Mike, he used to come out to a lot of our events, and I was made aware that he passed away. My condolences to his family, I feel your pain and we lost a great person.

Councilmember Wells – Big Mike was a friend of mine; we went to middle school and high school together. He was very much involved in the city, and he passed away the other day. I just received a message saying, Mr. Scandrett (pops) who is a young man from my ward, who is a lifelong resident of Forest Park just passed tonight. I would like to send my condolences to his family.

Mayor Butler – I would also like to send my condolences to his family. Battalion Chief Baker, when we spoke and we were able to get some and I do not say that easily, but some of the issues we were able to get resolved. After being told repeatedly the issues have been resolved to hear that there are still ongoing issues is definitely a problem, which for the governing body is not acceptable. So, we are going into executive session and with this executive session I am going to ask Dr. Cooper to remain out here for the first part and we will let him in later, but it is to address some personnel issues. The operative word I think is accountability. At this point I do not think at this point there is anything anyone can say that can put me at ease with the situation that is going on with our employees and their pay. Therefore, accountability is coming down the pipeline.

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

It was moved to enter into Executive Session for Personnel at 7:37pm

Motion made by Councilmember Akins-Wells, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

It was moved to reconvene back into the Regular Meeting at 9:27pm

Motion made by Councilmember Akins-Wells, Seconded by Councilmember James.
Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

ADJOURNMENT:

It was moved to adjourn the Council Regular Meeting at 9:27pm

Motion made by Councilmember Akins-Wells, Seconded by Councilmember James.
Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

DRAFT

File Attachments for Item:

2. Council Approval on the Appointment of Mayor Pro-Tem - City Clerk

STATE OF GEORGIA
COUNTY OF CLAYTON

RESOLUTION NO. 23-01

A RESOLUTION APPOINTING THE MAYOR PRO TEM (MAYOR PRO TEMPORE). AUTHORIZING THE EXECUTIVE OF ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION. AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY, PROVIDING FOR AN EFFECTIVE DATE OF THIS RESOLUTION, AND FOR OTHER PURPOSES.

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 Council desires to appoint a Mayor Pro Tem (mayor pro tempore); and

WHEREAS the City Council finds that the foregoing appointment is necessary and beneficial to its citizens and to the efficient operation of the City.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST PARK GEORGIA AS FOLLOWS:

SECTION 1 Appointment – The City Council hereby appoints

_____ as the Mayor Pro Tem (mayor pro tempore) for the 2023 calendar year.

SECTION 2 Approval of Execution – The Mayor of Mayor Pro Tem is hereby authorized to sign all documents and to perform all other necessary acts necessary to effectuate this Resolution on behalf of the City of Forest Park. The City Clerk is authorized to execute, attest to, and seal any document which may be necessary to effectuate this Resolution.

SECTION 3 Severability – To the extent any portion of this Resolution is declared invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.

SECTION 4 Repeal of Conflicting Provisions – All City Resolutions inconsistent with this Resolution are hereby repealed.

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 3rd day of January 2023.

Angelyne Butler, Mayor

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

4. Council Approval of Resolution 23-03 for Budget Line Item Transfer - Planning & Community Development

RESOLUTION NO. 23-03

A RESOLUTION TO TRANSFER FUNDS IN THE AMOUNT OF \$29,885.00 FROM THE MUNICIPAL PLANNING (100-55-7410-52-1200) LINE ITEM TO THE GEOGRAPHIC INFORMATION (100-55-7410-52-3925) LINE ITEM TO COVER THE PAYMENT OF SOFTWARE MAPPING AND PERMIT TOOLS IN THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Planning & Community Development Department uses two software tools to carry out its day-to-day operations; and

WHEREAS, each software tool is vital to the PCD Department when entering development plans, code enforcement data, zoning requests, and permits; and

WHEREAS, without each software tool, the department would not be able to track and identify various cases and projects; and

WHEREAS, the Planning & Community Development Department requests a transfer of funds in the amount of \$29,885.00 from the Municipal Planning line item to the Geographic Information line item to cover the cost of software mapping and permit tools.

NOW THEREFORE BE IT RESOLVED as follows:

Section 1: The Mayor and City Council of Forest Park, Georgia hereby approve the transfer of funds in the amount of \$29,885.00 from Municipal Planning (100-55-7410-52-1200) line item to Geographic Information (100-55-7410-52-3925) line item.

Section 2: If any section, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of the court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and such remainder shall remain in full force and effect.

Section 3: This resolution shall be in full force and effect immediately upon and after its final passage.

SO RESOLVED, this _____ day of _____, 2023.

CITY OF FOREST PARK

Angelyne Butler, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Clerk

E-Gov Software Agreement Addendum

This ADDENDUM made November 16th 2020 for additional services is made to the E-Gov Software Agreement dated 4/17/12 (Effective Date") by and between *Electronic Commerce Link, inc.* 9378 Mason Montgomery Road Mason, Ohio 45040 (hereinafter referred to as "E-Gov Link") and the City of Forest Park, (hereinafter referred to as "Customer"), and whose primary address is 745 Forest Parkway, Forest Park GA 30297. All terms and conditions of that agreement apply to this addendum.

E-Gov Link agrees to provide the additional software and services described on the attached Schedule B in consideration of the additional fees described in Schedule B. E-Gov Link agrees to amend pricing to E-Gov Software Agreement dated 4/17/12 provided customer maintains services listed on Schedule B. Schedule C represents amended pricing to E-Gov Link Software Agreement dated 4/17/12. Any other additional services shall be provided for fees as agreed in writing by Customer and shall be made subject to this Agreement.

E-Gov Link is a trade name of *Electronic Commerce Link, inc.* located at 9378 Mason Montgomery Road Mason, Ohio 45040

IN WITNESS WHEREOF, the parties hereto have set forth their signatures as of the day and year first above written.

Electronic Commerce Link, Inc. ("E-Gov Link")

City of Forest Park ("Customer")

By: *Daniel Bratons*

By: *[Signature]*

Title: CEO

Title: Mayor

SCHEDULE B

E-Gov Link software and services as demonstrated and as further described below:

E-Gov Permits Link is an application for managing the permit process for municipalities. Permits Link provides an internal workflow system to track permits, applications, and inspection. Permits Link can assist in computing invoices, collecting fees, printing documents and certificates, and reporting.

PRICING:

YEAR 1	
Annual E-Gov Permits Link Software License	\$12,900
YEAR 2	
Annual E-Gov Permits Link Software License	\$18,185
YEAR 3	
Annual E-Gov Permits Link Software License	\$18,185

Prices include standard support and initial training for (3) key users, software maintenance, and hosting.

The initial term will be for a period of (36) months. Services will renew by payment of annual fees each year.

Additional services, such as additional training sessions, available at \$105 per hour.

Includes setup of up to 10 initial forms.

Hosting includes 20 GB of disk storage. Additional storage is available at \$25/5GB/month.

Prices exclude credit card gateway and processing fees, which may be charged by other companies for these services.

Year (1) Annual E-Gov Permits Link Software License is due upon execution of the agreement. Agreement will become effective as soon as application is set up by E-Gov Link.

Terms are net 15 days.

E-Gov Software Agreement Addendum

SCHEDULE C

E-Gov Link software and services as demonstrated and as further described below:

E-Gov Link Code Enforcement allows for cities to track and report violations by code section and incorporate it into form letters.

PRICING:

YEAR 1

Annual E-Gov Code Enforcement Software License	\$5,105
--	---------

YEAR 2

Annual E-Gov Code Enforcement Software License	\$2,589
--	---------

YEAR 3

Annual E-Gov Code Enforcement Software License	\$2,589
--	---------

RESOLUTION

A RESOLUTION AUTHORIZING AN AMENDMENT TO AN EXISTING AGREEMENT WITH E-GOV LINK; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Forest Park ("City") is a municipal corporation located within Clayton County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City proposes to amend its existing contract with E-Gov Link to provide software and services for online permitting.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST PARK, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City Council hereby approves the amended agreement with E-Gov Link attached hereto as Exhibit A and the Mayor is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.
2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO RESOLVED this 16th day of November, 2020.




Mayor Angelyne Butler

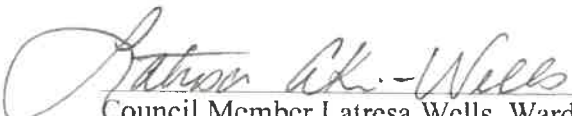


Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2



Council Member Hector Gutierrez, Ward 3



Council Member Latresa Wells, Ward 4



Council Member Allan Mears, Ward 5

ATTEST:



City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

5. Council Approval of Resolution to Purchase GovClarity Software – Planning & Community Development

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE TERMS OF AN AGREEMENT WITH LIGHTBOX (FORMERLY DIGITAL MAP PRODUCTS) THAT PROVIDES GOVCLAIRITY ENTERPRISE MAPPING FOR VARIOUS DEPARTMENTS IN AN AMOUNT OF \$11,700.00 FROM GEO INFORMATION SYSTEM (100-55-7410-52-3925); AND FOR OTHER PURPOSES.

WHEREAS, the Planning & Community Development Department and several other departments use GovClarity software to view zoning and other land use elements of city parcels; and

WHEREAS, records on hand reflect that the city has utilized GovClarity at least since August 2020 under the company Digital Map Products at a discounted price; and

WHEREAS, Lightbox now provides the GovClarity Enterprise platform software, and the price is no longer discounted; and

WHEREAS, employees in Planning & Community Development, Fire, Economic Development, and the City Manager use this tool to look up land parcels for various data; and

WHEREAS, this is an annual payment, and the company agreed to extend the due date of the invoice upon approval of City Council.

NOW THEREFORE BE IT RESOLVED as follows:

Section 1: The Mayor and City Council of Forest Park, Georgia hereby accepts the terms of LightBox to pay the invoice in the amount of \$11,700.00 from Geo Information System (100-55-7410-52-3925) to avoid loss of service.

Section 2: If any section, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of the court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and such remainder shall remain in full force and effect.

Section 3: This resolution shall be in full force and effect immediately upon and after its final passage.

SO RESOLVED, this _____ day of _____, 2023.

CITY OF FOREST PARK

Angelyne Butler, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Clerk

File Attachments for Item:**6. Council Approval of Allocating Funds to the Police Department for Surveillance Cameras and Installation – Police Department****Background/History:**

The Police department intends to install surveillance cameras for monitoring open/public areas in an effort to enhance the safety and service for all Forest Park citizens and visitors to our city. There are 34 poles that have been identified for camera installation. Each camera will have 360-degree directional capabilities. Georgia Power will complete the installation, as the cameras will be attached to existing poles that Georgia Power owns and only Georgia Power can install new equipment on their poles. The anticipated total cost of this project would be roughly \$819,270. Funds are needed to cover the cost of equipment, installation, software, and to have in place a contingency budget. The Police Department did not account for the surveillance cameras in the Capital Outlay Budget or the American Rescue Act Funds; thus, no funds were allocated for these cameras. The Police Department is requesting allocation from the ARPA funds.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion and Approval of Allocating Funds to the Police Department for Surveillance Cameras and Installation – Police Department

Submitted By: Girard Geeter on behalf of Deputy Chief Sandra Johnson

Date Submitted: January 09, 2023

Work Session Date: January 17, 2023

Council Meeting Date: January 17, 2023

Background/History:

The Police department intends to install surveillance cameras for monitoring open/public areas in an effort to enhance the safety and service for all Forest Park citizens and visitors to our city. There are 34 poles that have been identified for camera installation. Each camera will have 360-degree directional capabilities. Georgia Power will complete the installation, as the cameras will be attached to existing poles that Georgia Power owns and only Georgia Power can install new equipment on their poles. The anticipated total cost of this project would be roughly \$819,270. Funds are needed to cover the cost of equipment, installation, software, and to have in place a contingency budget. The Police Department did not account for the surveillance cameras in the Capital Outlay Budget or the American Rescue Act Funds; thus, no funds were allocated for these cameras. The Police Department is requesting allocation from the ARPA funds.

COST BREAK DOWN		
Equipment Needed		
Cameras	34 x \$10,860.88 each	\$369,270
Installation		
GP Install cameras	34 x \$2,500 each pole	\$85,000
Software Needed		
FUSUS	Annually	\$125,000
SHOT SPOTTER	Annually (cover 2 miles)	\$99,000
	TOTAL	\$564,000
Contingency	.25% of sub total	\$141,000
	TOTAL PROJECT COST EST.	\$819,270

Cost: \$ 819,270

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

Financial Impact:

Funding through ARPA Funds

Action Requested from Council:

The Police Department is requesting Council to approve an allocation of \$819,270 from the ARPA funds to cover the cost of the surveillance cameras.

Bin 20030
241 Ralph McGill Boulevard NE
Atlanta, GA 30308-3374
404-506-2928

Item # 6.



December 22, 2022

City of Forest Park
Attn: Arthur Geeter
745 Forest Parkway
Forest Park, GA 30297

RE: Pole Attachment Agreement

Dear Mr. Geeter,

Attached is the proposed pole attachment agreement between City of Forest Park (City) and Georgia Power Company.

This template agreement has been discussed, submitted, and verbally accepted by GMA and has been fully accepted by ACCG over the course of several months. The main obstacles to agreement had been the requirements for providing insurance coverage. However, the document attached, including the insurance language has been signed off on for allowing cities and counties to attach certain attachments to Georgia Power Company poles. We decided on the course of action taken so that we would not have to negotiate individually with all cities and counties on the terms and conditions of the agreement.

In addition to the agreement we have developed two addendums for special equipment. One is for banners and seasonal decorations. The other is for wireless attachments which quite often require special considerations. Installation of wireless camera installations and Wi-Fi devices would require the execution of the wireless addendum. If the City has any thought of attaching wireless devices, seasonal decorations or banners in the future, please consider signing the addendums to prevent delays in installation.

For the attached documents the following information will be required:

For the agreement please ensure that:

1. The contractual name is correct on Pages 1, 10, and 11
2. Notices are directed to the correct location and person on page 8
3. The signature page is completed on page 10
4. The signature page is completed on Page 11 **only if the City wants to be a party to a transfer agreement.** (Please consider this option. We believe it will benefit all parties.)
5. All information requested on Exhibit C on page 14 is provided

For both the banner addendum and the wireless addendum, initially there is no information required other than the proper signatures and approval. The Exhibit A, B, and C information for each of these will be required at the time of application to attach to specific poles.

We ask that you print, sign, scan, and return the signed package to me via email at jdwilson@southernco.com. We will then print, sign, scan, and email you a copy of the package that will have signatures by both parties.

If I can answer any questions or if you wish to contact me, please feel free to do so by telephone at (404) 473-3944 or by email at jdwilson@southernco.com

Sincerely,

A handwritten signature in blue ink that reads "J. Darryll Wilson".

J. Darryll Wilson
Joint Use Coordinator

Page 38

Wireless Facilities Addendum
to the
Governmental Pole Attachment License Agreement
Between
Georgia Power Company
and
City of Forest Park

WIRELESS FACILITIES ADDENDUM

WHEREAS, Georgia Power Company (hereinafter “Georgia Power”) and City of Forest Park (hereinafter “Licensee”) have entered into a Pole Attachment License Agreement (hereinafter “Agreement”), dated _____; and

WHEREAS, Georgia Power and Licensee mutually desire to expand the scope of the Agreement to allow for the attachment of Wireless Facilities to the Poles of Georgia Power in consideration of the terms and conditions set forth in this Wireless Facilities Addendum (“Addendum”) to the Agreement;

NOW THEREFORE, in consideration of the mutual promises herein, Georgia Power and Licensee agree as follows:

1. The terms and conditions of the Agreement shall govern the attachment of Wireless Facilities to the Poles of Georgia Power, except as explicitly stated in this Addendum.

2. “Wireless Facilities” means, without limitation, antennas, feedlines, transmitters, receivers, power supplies and all other equipment used or useful in connection with Licensee’s provision of wireless communications services or the transmission or reception of radio frequency signals.

3. Licensee may not affix Wireless Facilities to any Pole until Licensee requests and receives written permission from Georgia Power, using the form prescribed by Georgia Power from time to time. Licensee should request the most current version of such form before submitting each request, in order to avoid delays in processing such request. Such request(s) for Permission to Attach Wireless Facilities shall include information as to the weight and dimensions of the Wireless Facilities, proposed location on the Pole of the Wireless Facilities, drawings and schematic diagrams of the structural design of the Wireless Facilities and any additional information requested by Georgia Power as necessary for Georgia Power to perform a pole loading analysis, and other necessary engineering analysis, of the proposed Wireless Facilities. A separate Request for Permission to Attach Wireless Facilities shall be submitted for each Pole to which attachments are proposed.

4. Upon request by Georgia Power, Licensee shall provide to Georgia Power prototypes or mock-ups of each new Wireless Facilities design for analysis and testing by Georgia Power. Such prototypes or mock-ups shall be delivered by Licensee to the place, and at the time, designated by Georgia Power.

5. Licensee shall notify third party entities, who already have attachments on Poles to which Licensee is seeking to attach, of Licensee’s intention to attach Wireless Facilities to the same Poles. Licensee shall make arrangements with such third party entities for any work to those entities’ equipment necessitated by Licensee’s proposed attachment of the Wireless Facilities.

6. Licensee's Wireless Facilities Attachments to Poles must be located in a space designated by Georgia Power. The Wireless Facilities Attachments must comply with: all NESC requirements, including, but not limited to, separation and clearance requirements; all FCC, OSHA and other state and federal agency requirements; and all Georgia Power construction standards and requirements. Licensee's Wireless Facilities Attachments to Poles must not physically or electronically interfere with or obstruct any other party's equipment on the Pole. All Wireless Facilities Attachments that are installed on Georgia Power's Poles must be labeled according to Georgia Power's specifications, as well as applicable rules and laws. Licensee shall periodically inspect its Wireless Facilities and replace the labels if necessary to ensure that the Wireless Facilities remain clearly labeled.

7. Georgia Power reserves the right to require written proof that Licensee holds any necessary FCC license, or that Licensee's Wireless Facilities Attachments are exempt from a license requirement and that all such Wireless Facilities comply with the FCC's equipment authorization requirements contained in Part 15 of the FCC's rules.

- a. Licensee is solely responsible for ensuring that the radio frequency ("rf") radiation emitted by its Wireless Facilities Attachments, alone and/or in combination with any and all sources of rf radiation in the vicinity, is within the limits permitted under all applicable governmental and industry standard safety codes for general population/uncontrolled exposure. Licensee acknowledges and agrees that this is the appropriate standard due to the need for access to the poles by workers for Georgia Power and other attaching entities and the location of Poles, often in residential and other populated areas.
- b. Licensee shall complete in writing and retain in Licensee's records any evaluation or analysis required by 47 C.F.R. § 1.1310 for each and every one of its Wireless Facilities Attachments and only proceed if the permissible limits stated therein are not exceeded. Licensee shall, upon request, provide Georgia Power with the results of its evaluation or analyses.
- c. Licensee shall provide Georgia Power, without request, the written certification, substantially in the form attached hereto as Exhibit A, of a professional engineer, acceptable to Georgia Power, that each proposed installation of Wireless Facilities meets the standard for permissible rf emissions. The installation shall be re-evaluated and re-certified using the same approval process as for an initial attachment whenever Licensee proposes to replace or modify any installed Wireless Facilities.
- d. Licensee agrees to install appropriate signage on the Pole(s) to which Wireless Facilities have been attached, to warn line workers or the general public of the presence of rf radiation and the need for precautionary measures. Licensee shall periodically inspect the signage and replace the signage if necessary to ensure that the signage, including text and warning symbols, remains clearly visible.
- e. This provision shall not apply to wireless camera Attachments provided that the wireless camera Attachment has a maximum output power of less than 5.6 Watts and (i) Licensee submits to Georgia Power the manufacturer specifications of said wireless camera Attachment and (ii) Licensee certifies in writing to Georgia

Power that the maximum output power of said wireless camera Attachment is less than 5.6 Watts and the antenna conforms to manufacturer's specification.

8. Due to the need for access to the poles by line workers and contractors for Georgia Power and other attaching entities, Licensee will install on each pole to which it has attached a transmitting antenna a switch that operates to disconnect power from the antenna. In ordinary circumstances, line workers and contractors will call Licensee's Network Operations Center ("NOC") to inform the NOC of the need for a temporary power shut-down. Licensee will power down its antenna remotely upon the call to its NOC provided that, for scheduled work, the power-down will occur during normal business hours and with 24 hours advance notice. After remote power-down by Licensee, workers or contractors for Georgia Power or other attaching entities may also operate the power disconnect switch in order to ensure that the antenna is not remotely re-energized while work on the pole is still in progress. In circumstances involving an imminent threat to the safety of life or property, the power-down will be with such advance notice as may be practicable under the circumstances. If circumstances warrant, workers and contractors for Georgia Power and other attaching entities may accomplish the power-down by operation of the power disconnect switch without advance notice to Licensee. In all instances, the Licensee's NOC will be informed when the work has been completed and Georgia Power or the contractor shall confirm that the power disconnect switch is in the connected position.

9. Licensee acknowledges and agrees that it is solely responsible for ensuring compliance with any and all FCC antenna registration requirements, Federal Aviation Administration ("FAA") air hazard requirements, or similar requirements with respect to the location of Licensee's Wireless Facilities on Georgia Power's Poles. Licensee acknowledges and agrees that Georgia Power's Poles are not "antenna support structures" within the meaning of the FCC's rules and that, accordingly, Georgia Power has no obligation of its own in this regard to register the Poles with the FCC, the FAA, or other agency.

10. Licensee further acknowledges and agrees that Georgia Power is under no obligation, either with respect to its own facilities or those of any other attaching entity, as to facilities now existing or in the future, to protect against harmful interference to the rf signals of the Licensee, as may emanate or arise from any source.

11. Licensee shall reimburse Georgia Power for any and all costs incurred by Georgia Power in connection with this Addendum consistent with the reimbursement terms in the Agreement.

Signatures Commence on Next Page

LICENSEE:

Adopted at _____, Georgia this _____ day of _____, _____.

CITY OF FOREST PARK

By: _____

Name:

Title:

Attest:

Name:

Title:

Entered upon the Minutes, Minute Book _____, Page _____.

Date: _____

GPC:

GEORGIA POWER COMPANY

By: _____ (SEAL)

Cleveland L. Fann, Power Delivery Vice President

Date: _____

Exhibit A

Radio Frequency Emissions Certification

The Effective Isotropic Radiated Power (“EIRP”) of the Wireless Facilities shall comply with Part 15 of the FCC Rules and levels of radio frequency exposure shall comply with Section 1.1310 of the FCC’s Rules and with the FCC’s *OET Bulletin 65*, latest revisions.

Will the Wireless Facilities that are the subject of the accompanying Request for Permission to Attach Wireless Facilities, dated _____, as installed, comply fully with the radio frequency exposure limitations at all distances for General Population/Uncontrolled Environments as specified by the Federal Communications Commission at 47 C.F.R. §1.1310 (or its successor regulation), the FCC’s *OET Bulletin 65*, latest revision, and any applicable state radio frequency exposure standards?

____ Yes

____ No

Certification:

I certify that: (i) I am a registered professional engineer with experience regarding radio frequency emissions; (ii) I have performed the analysis specified in 47 C.F.R. § 1.1310 of the FCC’s rules and *OET Bulletin 65* for each and every one of the Wireless Facilities Attachments covered in the Request for Permission to Attach Wireless Facilities, dated _____, and (iii) the answer given above is true.

Signature

Print Name

License Number

Addendum for
Attachment of Banners and Seasonal Decorations
to the
Governmental Pole Attachment License Agreement
Between
Georgia Power Company
and
City of Forest Park

WHEREAS, Georgia Power Company (hereinafter “Georgia Power”) and City of Forest Park (hereinafter “Licensee”) have entered into a Pole Attachment License Agreement, dated _____ (hereinafter the “Agreement”); and

WHEREAS, Georgia Power and Licensee mutually desire to expand the scope of the Agreement to allow for the Attachment of Banners and Seasonal Decorations to the Poles of Georgia Power;

NOW THEREFORE, in consideration of mutual promises contained herein, Georgia Power and Licensee enter into this Addendum for the Attachment of Banners and Seasonal Decorations (the “Addendum”) and agree as follows:

1. The terms and conditions of the Agreement shall govern this Addendum, except as explicitly stated herein.
2. “Banners” shall mean a sign that is not made of rigid material nor enclosed in a rigid frame so as to allow movement, and that is mounted to a Pole, along with all the equipment required to accommodate the installation of said sign. All Banners must comply with Georgia Power’s specifications.
3. “Seasonal Decorations” include natural or artificial evergreens, ornaments, lanterns, artificial candles, figurines and the like, which may be illuminated or otherwise electrified, along with all the equipment required to accommodate the installation of said items. Seasonal Decorations do not include any form of wireline or wireless communications device, signs, commercial advertising or messages, political advertising or messages, pole-to-pole banners or fixtures, street-crossing banners or fixtures, open flames of any type, or any other fixture of whatever type, size or character that Georgia Power, in its sole discretion, shall prohibit or refuse to allow to be placed on its Poles. All Seasonal Decorations must comply with Georgia Power’s specifications.
4. Licensee may not affix Banners or Seasonal Decoration to any Pole until Licensee requests and receives written permission from Georgia Power, using the form attached hereto as Exhibit A, “Banner and Seasonal Decoration Permit Application.” Georgia Power may deny any such request in its sole discretion, and nothing in this Addendum shall be construed to require Georgia Power to approve any request under any circumstances. Such request(s) for permission to attach Banners and Seasonal Decorations shall include information as to the number of Poles Licensee plans to attach to, a description of the Banner or Seasonal Decoration to be attached, and the duration of the Banner or Seasonal Decoration display. All such requests shall be submitted to:

Georgia Power Company
 Attn: Joint Use Coordinator
 241 Ralph McGill Boulevard, N. E.
 Bin 20030
 Atlanta, GA 30308-3374
 Email: jdwilson@southernco.com
 Facsimile: 404-506-2925

5. Licensee's Banners and Seasonal Decorations must be located in a space designated by Georgia Power. The Banners and Seasonal Decorations must comply with all Legal Requirements, including, but not limited to, separation and clearance requirements and all Georgia Power construction standards and requirements. Licensee's Banners and Seasonal Decorations must not interfere with or obstruct any other party's equipment on a Pole.

6. Licensee shall remove all of its Banners and Seasonal Decorations from Georgia Power's Poles no later than 10 days after the date specified in Licensee's Banner and Seasonal Decoration Permit Application. Licensee shall give written notice to Georgia Power upon removal of any Banners or Seasonal Decorations. If Licensee does not immediately so remove all such Banners and Seasonal Decorations, then Georgia Power shall be entitled to remove any remaining Banners or Seasonal Decorations at Licensee's sole cost and expense and without any liability therefor. Georgia Power may, in its discretion, arrange for Licensee to leave on Georgia Power's Poles some or all equipment necessary to accommodate the installation of any Banner or Seasonal Attachment removed under this Section 7.

7. In the event that any of Licensee's Seasonal Decorations require electric power, Georgia Power's written approval shall describe the manner in which such Seasonal Decorations must be connected to sources of power on Georgia Power's Distribution Pole(s). The Seasonal Decorations that require electric power shall be connected to Georgia Power's electric power distribution system present on the Pole on which the Seasonal Decoration is located and shall not draw on any other power source. Electric power to Licensee's Seasonal Decorations shall be billed based on an estimated energy use of the Seasonal Decoration for the duration of the display. Georgia Power shall invoice Licensee for the estimated amount of energy used, and Licensee agrees to pay Georgia Power for such power within a reasonable time of receipt of said invoice.

(Signatures Commence on Next Page)

AGREED TO AND EFFECTIVE, this _____ day of _____, 20____,
by:

LICENSEE:

Adopted at _____, Georgia this _____ day of _____, 20____.

CITY OF FOREST PARK

By: _____

Title:
City of Forest Park

Attest:

Name & Title

Entered upon the Minutes, Minute Book _____, Page _____.

Date: _____

GPC:

GEORGIA POWER COMPANY

By: _____ (SEAL)
Cleveland L. Fann, Power Delivery Vice President

Date: _____

EXHIBIT B
Pole Description

EXHIBIT C
Visual Banner or Seasonal Decoration Description

Forest Park Police Department

Forest Park Police Department
 740 Forest Parkway
 FOREST PARK, GA 30297
 United States

Sandra Johnson
 Chief
 sajohanson@forestparkga.gov
 404-366-4720

Reference: 20221222-113854104
 Quote created: December 22, 2022
 Quote expires: January 6, 2023
 Quote created by: Jim Price
 Public Safety Advisor
 jp@fusus.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Pro Package SaaS SaaS Subscription to Include 500 Data Points/Video Streams and 5 TBs of Cloud Storage	FUSE-S-1-1001	1	\$75,000.00 / year	\$75,000.00 / year for 5 years
Core Elite AI Appliance	CORE-AI-2001	1	\$5,000.00	\$0.00 after \$5,000.00 discount
Core Pro Appliance	CORE-P-2001	15	\$600.00	\$0.00 after \$9,000.00 discount

Subtotals

Annual subtotal	\$75,000.00
One-time subtotal	\$0.00 after \$14,000.00 discount
Total	\$75,000.00

Questions? Contact me



Jim Price

Public Safety Advisor

jp@fusus.com

Fusus, Inc.

5550 Triangle Parkway

Peachtree Corners, Georgia 30092

United States of America



GC&E Systems Group, LLC
5835 Peachtree Corners East, Suite A
Peachtree Corners, GA 30092
Phone: (770) 448-3908, Fax: (770) 448-3918, www.gcesg.com
Mark Correll, (678) 925-8551, MCorrell@gcesg.com

City of Forest Park

Project: MARC Enclosures with Bosch 7000i Camera

Quote #: 2212-TB-008

Date: January 5, 2023

Prepared for:

City of Forest Park

Attn: Arthur Geeter, Director of Purchasing

3667 Main Street

College Park, GA 30337

(470) 889-9087 | ageeter@forestparkga.com

This proposal includes data that will not be disclosed outside the Customer and will not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offered as a result of – or in connection with – submission of this data, the Customer will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Customer's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.

1.0 Introduction: Company Background and Experience

Founded in 1999, GC&E Systems Group, LLC (GC&E), headquartered in Peachtree Corners, GA, is a wholly owned subsidiary of Bristol Bay Native Corporation (BBNC), an Alaska Native Corporation headquartered in Anchorage, AK. GC&E specializes in Electronic Security, Information Technology (IT), and Telecommunication Solution Design and Installation in the federal, state, and local markets.

Our team includes more than 300 technical professionals, including Network/System Architects and Engineers, Registered Communication Distribution Designers, Project Managers, Security System Installation Technicians, Electricians, and other technical professionals who are seasoned veterans in our industry. While there are many companies capable of providing the services requested, few have our proven combination of unique experience, range of expertise, and technical insights to address all facets of your requirements. In fact, GC&E may be one of a very few firms across the country that possess the broad range of expertise and experience that will be required to successfully perform this project.

2.0 Scope of Work

2.1 Solution Summary

To provide for the installation of thirty-four (34) MARC enclosures at locations as provided by the City of Forest Park.

2.2 Installation Approach

BASE - GC&E will furnish and install thirty-four (34) MARC enclosures along with electrical power disconnects on Georgia Power poles. GC&E will first install the equipment then Georgia Power will need to connect to the installed disconnect. This will then require a second trip for GC&E to turn on the equipment, aim and focus the camera, and contact the Fusus helpdesk to make sure they are able to see it.

OPTIONS – As options, GC&E is providing pricing to upgrade to 5G and to add IR on a per camera basis.

2.3 Design-Build

This design-build proposal represents industry best practices for installation and technology choices, i.e., equipment and materials manufacturers and models, per the application addressed in this proposal. Unless otherwise noted by formal design specification submitted to GC&E in writing from the customer prior to issuance of a purchase order, any requested changes will be addressed via a formal change request and if necessary, formal change order.

3.0 Warranty

Upon substantial completion of the project, GC&E provides a one (1) year warranty on parts and labor.

To receive product replacement and or warranty support, the customer is required to comply with the manufacturer's standard product registration process as well the standard product return policy that may include prior contact with manufacturer Technical Support, returning defective materials in the original packaging along with all original connectors, cable assemblies, connectors, and all original documentation.

Warranty Coverage does not include damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended or required re-calibration, for any reason, after the project has been signed off as complete. Nor does it cover technician services for troubleshooting, removing or replacing any failed component not covered by this warranty.

Why GC&E?

- ✓ GC&E is a full-service electronic security systems integrator, which provides technically complex and innovative video surveillance, access control, intrusion detection, intercom, panic, mass notification, perimeter security, biometric, and other security solutions
- ✓ GC&E provides turnkey solutions, from the initial needs assessment and consultation, to systems engineering, design, and provisioning, through installation, and on-going system operations and maintenance, through the providing of preparedness and safety training programs
- ✓ GC&E has established partnerships with multiple electronic security system manufacturers enabling GC&E to be manufacturer and technology neutral
- ✓ GC&E possesses diverse project experience and expertise gained through the performance of over 8,000 electronic security projects over the last 10 years, which range in value from a few hundred dollars to over \$3.5 million dollars
- ✓ GC&E employs industry-recognized management and leadership with more than 100 years of combined electronic security experience and original equipment manufacturer trained and certified installation technicians and engineers
- ✓ GC&E has experience working in all major markets including Education; Federal, Civilian and Defense; State, Local, and County Governments; Law Enforcement and Correctional Institutions; Health Care; Commercial and Office; Critical Infrastructure (utilities); Manufacturing; and New Construction
- ✓ GC&E is a licensed security, electrical, and low voltage contractor
- ✓ GC&E employs seven (7) Building Industry Consulting Services International (BICSI) Registered Communications Distribution Designers
- ✓ GC&E Quality Management System is ISO 9001 certified

4.0 Exclusions or Items Not Included in Quote

- ❖ Repairing any pre-existing issues with the system associated with the installation
- ❖ Bid, payment, and performance bond costs
- ❖ Camera licensing
- ❖ Monitors, workstations, servers, and hard drive storage
- ❖ Correcting of existing code violations
- ❖ Sim cards
- ❖ Permit(s)
- ❖ Traffic control
- ❖ Programming
- ❖ Engineered surveying or drawings
- ❖ Costs for independent inspections and testing
- ❖ Union labor, escorts, specific wage rates, or certified payroll
- ❖ Items that are not specifically listed in this quote are not included
- ❖ Troubleshooting of existing network, power, and grounding issues
- ❖ Costs associated with Georgia Power poles or managing Georgia Power

5.0 General Assumptions and Clarifications

- ❖ Pricing is contingent on the project being award as a whole
- ❖ Poles have a ground wire the equipment can bond to
- ❖ Customer is tax exempt
- ❖ This quote is valid for 15 days from the date of quote
- ❖ Labor includes Project Management
- ❖ All work will be done during normal business hours
- ❖ Manufacturers, part numbers, and MSRP pricing are subject to change due to availability and technology changes
- ❖ Pricing is in accordance with Georgia State contract 99999-SPD0000172-007

6.0 Terms and Conditions

Terms and Conditions	
1.	TAXES: Prices exclude (unless otherwise noted in the proposal) all duties, taxes, tariffs, or other governmental charges that now are, or hereafter may be, imposed upon the sale or use of the Products or Services. All such duties, taxes, tariffs, or other charges paid by GC&E shall be for Purchaser's account. Any exemption claimed paid by GC&E shall be for Purchaser's account. Any exemption claimed from the application of such duties, taxes, tariffs, or other charges should be plainly designated on the face of orders placed with GC&E and accompanied by exemption certificates where required. If during the duration of any contract/project there is an increase or decrease from the quoted tax amount due to changes by the corresponding local/county/state entities that amount will be passed through to the customer at cost.
2.	PRICE VALIDITY: The prices set forth in this proposal are predicated on receipt of a contract or Purchase Order within 15 days from the date of this proposal. If 15 days have passed and performance is required, GC&E reserves the right to revise the pricing in this proposal to reflect current material and labor market prices and current site conditions.
3.	PURCHASER SPECIFICATIONS: GC&E Systems Group assumes no liability for any errors or omissions in any specification provided by the purchaser, including any errors or omissions made by GC&E in the interpretation of any such specifications. Any items included in any specification provided by the purchaser and not listed and priced on GC&E's proposal are not part of this Agreement.
4.	LIQUIDATED DAMAGES: GC&E will not be responsible for any liquidated damages other than those attributed to delays caused solely by GC&E. If GC&E is one of several contractors responsible for delays, GC&E will only be responsible for a pro rata share of liquidated damages to the extent attributable to or cause by GC&E. GC&E will not be responsible for any liquidated damages in an amount greater than that actually assessed against GC&E.
5.	CANCELLATION: This Agreement cannot be cancelled or postponed by the Purchaser except with GC&E's consent and upon terms that will indemnify GC&E against loss. Accordingly, Purchaser shall pay GC&E the greater of (i) a charge equal to 10% of its total price or (ii) reasonable cancellation charges, GC&E's anticipated profit, restocking fees, and expenses already incurred by GC&E in performing or preparing to perform the work required by Purchaser's order, as invoiced by GC&E. GC&E Systems Group reserves the right to cancel this Quotation Agreement if excessive downtime is encountered which, in the discretion of GC&E, is beyond its control (limited access to work area, training, etc.) or if customer fails to comply with any term of this agreement. The GC&E billable rate for downtime is per GC&E standard rates.
6.	INSPECTION: Within five business days of receipt of the Products and Services, Purchaser shall inspect the Products and Services to check for shortages or any other nonconformity. Unless Purchaser shall thereafter notify GC&E in writing of any nonconformity (other than that relating to loss or damage in transit, which claims will be made directly to the carrier) within ten days of inspection, Purchaser shall be deemed to have accepted the Products and Services without any qualifications and cannot, thereafter, reject the Products and Services for any reason. In any event, Products and Services accepted and used shall be deemed to have been accepted in good condition and in compliance with the specification and order therefore.
7.	GOVERNING LAW: The terms of this quotation shall be governed and interpreted in accordance with the laws of the State of Alaska. If any provision of this Quotation Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.
8.	EXISTING CODE VIOLATIONS: Existing code violations requiring correction by the local authority inspectors is the responsibility of the customer and is not included in GC&E's pricing.
9.	PAYMENTS: Payment is due Net 30.
10.	CREDIT CARD PAYMENTS: Payments rendered by credit cards will be subject to an additional 3% convenience fee that will be added to the balance being paid.
11.	DELINQUENT PAYMENTS: If any amount owing to GC&E under the terms hereof is not paid when due, interest shall accrue on any unpaid balance at a rate of 1.5% (1% for Georgia customers per O.C.G.A. § 13-11-2) simple interest every thirty (30) days. Additionally, in the event full payment is not made and GC&E is required to institute legal proceeding in order to collect amounts owing hereunder, the party against whom enforcement is sought shall be required to reimburse GC&E for all reasonable costs of collection, including attorneys' fees, if GC&E is ultimately successful in prosecuting its claims.
12.	DISCLAIMER: In no event shall GC&E Systems Group be responsible for any direct, indirect, incidental, special or consequential damages, including loss of profits, revenue, and/or data, incurred by any party to the agreement, or any third party, resulting from the usage of products or services supplied under this Quotation Agreement, even if such party has been advised of the possibilities of such damages.
13.	ACCEPTED: This Quotation Agreement and any exhibits attached hereto constitutes the entire agreement between parties concerning the subject matter hereof, superseding all prior negotiations, discussions and agreements, oral or written. The above prices, specifications and all conditions are satisfactory and are hereby accepted. GC&E is authorized to do work as specified. Payment will be made as outlined above.

7.0 Bill of Materials

State of Georgia Contract 99999-SPD0000172-007 – 4G BASE

Description	Qty	UoM	Manuf	Part #	MSRP	% Off	Unit Price	Ext Price
MARC enclosure powered by Fusus with one (1) Bosch 7000i Flexidome multi Camera	34	Each	Compass	MARC-4G-B7000i	\$11,000.00	15.00%	\$9,350.00	\$317,900.00
Sub Total								\$317,900.00

State of Georgia Contract 99999-SPD0000172-007 Cost+ 20%

Description	Qty	UoM	Manuf	Part #	GC&E Cost	Cost+ 20%	Ext Price
Ground Lug	34	Each	Generic	Various	\$9.20	\$11.04	\$375.36
#6 AWG Stranded, Wire Gauge 6 AWG, Green Insulated	170	Foot	Belden	6G-0601-04	\$1.05	\$1.26	\$214.20
Electrical Disconnect	34	Each	Misc	Misc	\$385.25	\$462.30	\$15,718.20
Misc Installation Materials, Shipping, Handling, Bucket Truck, Etc	1	Lot	Misc	Misc	\$26,786.96	\$32,144.36	\$32,144.36
Sub Total							\$48,452.12

Add options per camera:

State of Georgia Contract 99999-SPD0000172-007 – IR OPTION

Description	Qty	UoM	Manuf	Part #	MSRP	% Off	Unit Price	Ext Price
IR (Option)	1	Each	Compass	IR	\$309.86	15.00%	\$263.38	\$263.38
Sub Total								\$263.38

State of Georgia Contract 99999-SPD0000172-007 – 5G OPTION

Description	Qty	UoM	Manuf	Part #	MSRP	% Off	Unit Price	Ext Price
5G (Option)	1	Each	Compass	5G	\$3,431.69	15.00%	\$2,916.93	\$2,916.93
Sub Total								\$2,916.93

8.0 Pricing

Project Summary – BASE 4G	
State Contract Equipment:	\$317,900.00
Cost +20% State Contract Equipment:	\$48,452.12
State Contract Labor:	\$63,666.50
Sub Total:	\$430,018.62
Estimated Tax:	Exempt
Grand Total:	\$430,018.62

Project Summary – OPTION ADD IR PER CAMERA	
State Contract Equipment:	\$263.38
Cost +20% State Contract Equipment:	N/A
State Contract Labor:	N/A
Sub Total:	\$263.38
Estimated Tax:	Exempt
Grand Total:	\$263.38

Project Summary – OPTION ADD 5G PER CAMERA	
State Contract Equipment:	\$2,916.93
Cost +20% State Contract Equipment:	N/A
State Contract Labor:	N/A
Sub Total:	\$2,916.93
Estimated Tax:	Exempt
Grand Total:	\$2,916.93

I have read all of the project scope information and fully understand the quote in its entirety. I have also had the opportunity to request clarification on any and all items listed in this document. I have full authority to execute this agreement and enter into contract with GC&E Systems Group to furnish labor and materials for the project scope as listed above.

Company: _____
 Printed Name: _____
 Signature: _____
 Title: _____
 Dated: _____

I have fully coordinated, reviewed, and/or clarified all project scope information listed above with the customer.

Company: GC&E Systems Group, LLC
 Printed Name: Mark Correll
 Signature: _____
 Title: Senior Account Manager
 Dated: _____

Revision History			
Revision	Date	Description	Author
0	January 5, 2023	Initial Release	T. Burks

RESPOND SERVICES AGREEMENT



ShotSpotter, Inc.
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Contents

1.	EXHIBITS	1
2.	DEFINITIONS	1
3.	SUBSCRIPTION SERVICES	2
4.	INITIAL TERM AND RENEWAL	4
5.	LICENSE, OWNERSHIP, AND DATA RIGHTS	4
6.	CONFIDENTIALITY AND PROPRIETARY RIGHTS	8
7.	LIMITED WARRANTIES	9
8.	CUSTOMER OBLIGATIONS.....	10
9.	INTELLECTUAL PROPERTY INFRINGEMENT	11
10.	INDEMNIFICATION AND LIMITATION OF LIABILITY	12
11.	DEFAULT AND TERMINATION; REMEDIES	13
12.	TAXES	13
13.	NOTICES	13
14.	FORCE MAJEURE.....	14
15.	ENTIRE AGREEMENT.....	14
16.	GOVERNING LAW.....	14
17.	NO WAIVER	14
18.	SEVERABILITY	14
19.	DISPUTE RESOLUTION	15
20.	ASSIGNMENT.....	15
21.	COMPLIANCE WITH LAWS	15
22.	EQUAL EMPLOYMENT OPPORTUNITY	15
23.	GENERAL PROVISIONS.....	15
	EXHIBIT A – SHOTSPOTTER PROPOSAL	17
	EXHIBIT B – SERVICE LEVEL AGREEMENT	18

This ShotSpotter® Respond™ Services Agreement (this “Agreement”) is entered into by and between ShotSpotter, Inc. (referred to herein as “ShotSpotter”), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Forest Park, Georgia (hereinafter referred to as “Customer”), with offices located at 745 Forest Parkway, Forest Park, GA 30297, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a “Party” or collectively as the “Parties”.

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter’s gunshot location system (“ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service”) to be provided under this Agreement.

In consideration of the Parties’ mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits (“Exhibits”) are attached to, and incorporated in this Agreement:

- A. ShotSpotter Proposal ID #FORESTPKG080822
- B. Service Level Agreement

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

- A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.
- B. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.
- C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.
- D. Data means all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the Software.
- E. Reviewed Alerts means the data reviewed by ShotSpotter’s incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.
- F. ShotSpotter Respond System means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.
- G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

- H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.
- I. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

- A. ShotSpotter will install the ShotSpotter Respond System in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.
- B. ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee.
- C. The ShotSpotter Respond System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Subscription Services. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.
- D. ShotSpotter will provide Customer with user documentation, online help, written or recorded video training material, and other applicable documentation (as available).
- E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification as defined in the Support Level Matrix provided in Exhibit B.
- F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.
- G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.

H. ShotSpotter will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided in Exhibit B. These requests may be made to ShotSpotter through one of the following methods: 1) email to support@shotspotter.com; 2) Live Chat through our ShotSpotter applications; 3) A phone call to our Customer Support organization at 888.274.6877, option 4. These are the only methods ShotSpotter will receive and respond to support requests.

A Tier 1 (as defined in the Support Matrix in Exhibit B) ShotSpotter Customer Support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved within 24 hours, requiring further research and troubleshooting, ShotSpotter will use commercially reasonable efforts to resolve the issue within seventy-two (72) hours of receipt of the report. In the event that the ShotSpotter service is fully nonfunctional, and it is not due to power outage or other reasons that are outside of ShotSpotter's control. ShotSpotter will work continuously to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services as soon as reasonably possible, and no later than seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

- i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.
- ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs. If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of

the services. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of twelve (12) months, with a Coverage Area of two (2) square miles, commencing on the date that the Subscription Services are made available to the Customer via Insight.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current ShotSpotter list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service and any components from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license (“License”) to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

A. Rights in Data.

For the purposes of this Agreement, “Data” is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the

Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof is the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter Respond System or any ShotSpotter Respond System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter Respond System, or ShotSpotter Respond System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination, Customer's access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 20 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. ShotSpotter Privacy Policy.

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

- 1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). ShotSpotter will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.
- 2) ShotSpotter will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in

the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

- A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.
- B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the Subscription Services in full compliance with applicable law and the rights of third persons.
- C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any

perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

- D. ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Subscription Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.
- E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.
- F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter’s duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer’s timely performance of and compliance with Customer’s obligations hereunder, including, but not limited to:

- A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer’s address for invoicing:
City of Forest Park
Attn: Accounts Payable
745 Forest Parkway
Forest Park, GA 30297

- B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors.
- C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.
- D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.
- E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.
- F. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.
- G. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter Respond System (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service components, and Software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable

theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATION; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, either: (i) terminate ShotSpotter's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of ShotSpotter, as well as applicable repossession, shipping, repair, and refurbishing costs.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party.

14. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Georgia, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply.

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

21. COMPLIANCE WITH LAWS

During the term of this Agreement ShotSpotter will comply with all applicable local, state, and federal laws, statutes and regulations.

22. EQUAL EMPLOYMENT OPPORTUNITY

ShotSpotter is committed to equal-employment principles, and the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders. ShotSpotter's decisions and criteria governing its hiring and employment practices are made in a non-discriminatory manner, without regard to age, race, color, national origin, citizenship status, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sex, religion, creed, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual orientation, or any other factor determined to be an unlawful basis for such decisions by federal, state, or local statutes.

23. GENERAL PROVISIONS

- A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 20 of this Agreement.
- B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.
- C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.

- D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.
- E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

EACH PARTY’S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF FOREST PARK, GA

SHOTSPOTTER, INC.

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: FORESTPKGA080822 (Attached)

EXHIBIT B – SERVICE LEVEL AGREEMENT

ShotSpotter Respond Gunshot Location System

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. (“ShotSpotter”) and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services¹:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer’s confidence level that the incident is or may be gunfire, will result in an alert (“Reviewed Alert”) sent to the Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot “SG” or Multiple Gunshots “MG”) sent to Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire (“PG”) Alert sent to Customer’s dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through Insight

¹ See attached “ShotSpotter – Definition of Key Terms” for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
 - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
 - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques³.

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

² Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

³ ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter’s ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer’s service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Respond System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer’s dispatch center, patrol car MDTs, and officer smartphones, or Insight.

Support Level Matrix

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	<ul style="list-style-type: none"> • Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS 	<p>Normal Support:</p> <ul style="list-style-type: none"> • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues <p>Critical Support:</p> <ul style="list-style-type: none"> • System outage
Hours of Operation	24x7x365	<p>Normal Support: 5 am – 11 pm Pacific Time Zone</p> <p>Escalation: 24x7x365</p>

ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the “Coverage Area”, provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{NumberAccuratelyLocated}}{(\text{NumberAccuratelyLocated} + \text{NumberNotDetected} + \text{NumberMislocated})}$$

where the “Performance Rate” is a number expressed as a percentage, “NumberAccuratelyLocated” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the ShotSpotter Respond System produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a “Verified Incident” is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter Respond System produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter Respond System failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the ShotSpotter Respond System to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooter’s location (25 meters = approximately 82 feet). “Detectable Gunfire” incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter Respond System performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter Respond System is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.



**Price Proposal for Subscription-Based
Gunshot Detection, Location, and Forensic Analysis Service
for the City of Forest Park, Georgia
August 8, 2022
Proposal ID: FORESTPKGA080822**

Submitted by: Jason Silva – Account Executive, Western Region
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Table of Contents

Executive Summary	1
Introduction	1
How it Works	3
Company History	4
ShotSpotter Respond Service Overview.....	5
ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications	5
ShotSpotter Insight™	6
Mobile Alerts	8
Notifications API (Optional)	9
Investigative Lead Summary	10
Detailed Forensic Reports and Expert Witness Testimony	11
Onboarding Services.....	12
Getting Started	13
Best Practices	13
User Training	13
Agency Metrics/KPIs (Key Performance Indicators)	14
Onsite Support During Service Activation (Go-Live)	14
Ongoing Customer Support	14
Customer References	15
Proposed Coverage Area	16
Pricing	18
Option A: 1 mi ² Coverage Area	18
Option B: 2 mi ² Coverage Area	18
Forensic Consultation Services	18
Optional Additional Services	19
Payment Terms	19
Pricing Assumptions	19

Executive Summary

Introduction

ShotSpotter is pleased to present this proposal in response to the Forest Park Police Department's request. The proposed ShotSpotter Respond™ solution is designed to identify, locate, and track active gunfire, and will support the Forest Park Police Department's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.
- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.
- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
 - Recognition: "Was that gunfire, fireworks, or something else?"
 - Retaliation: "If they find out I called, will they come after me?"
 - Resignation: "No one came the last time I called..."

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to be completed in less than 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Forest Park.

Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with over 900 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 175 full-time employees and is headquartered in Fremont, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond, is the leading gunshot detection, location, and forensic analysis system, and is trusted by more than 125 cities. Other product offerings include:

- ShotSpotter SecureCampus[®], designed to provide outdoor gunfire coverage at university and school campuses
- ShotSpotter SiteSecure[™] for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures
- ShotSpotter Connect[™] (formerly Missions[™]), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence
- ShotSpotter Investigate[™], a cloud solution for case management to improve overall clearance rates across all crime categories
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors

ShotSpotter Respond Service Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter’s actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification

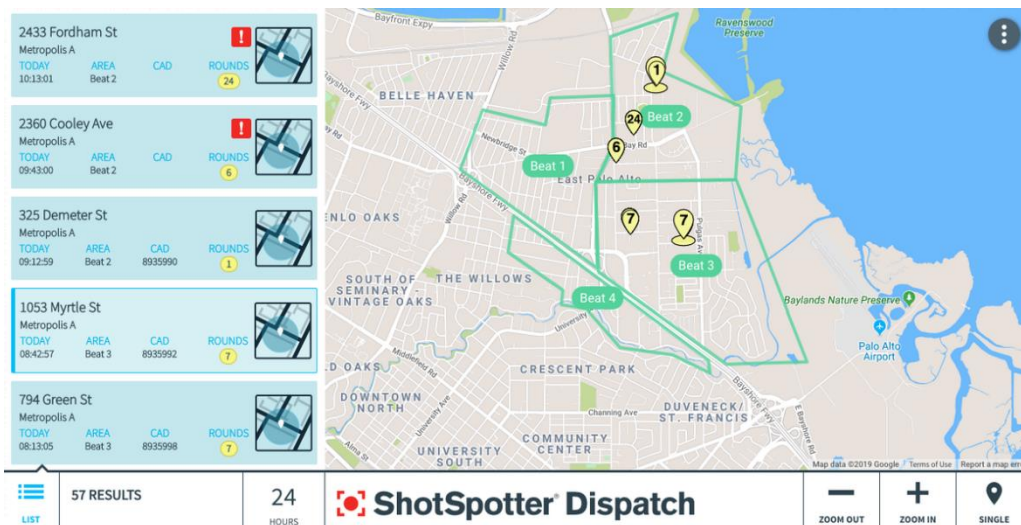


Figure 1: ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high-capacity weapons, full-automatic weapons, and the shooter’s location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator’s ID. For Patrol Officers, the alert includes an audio snippet of the incident.

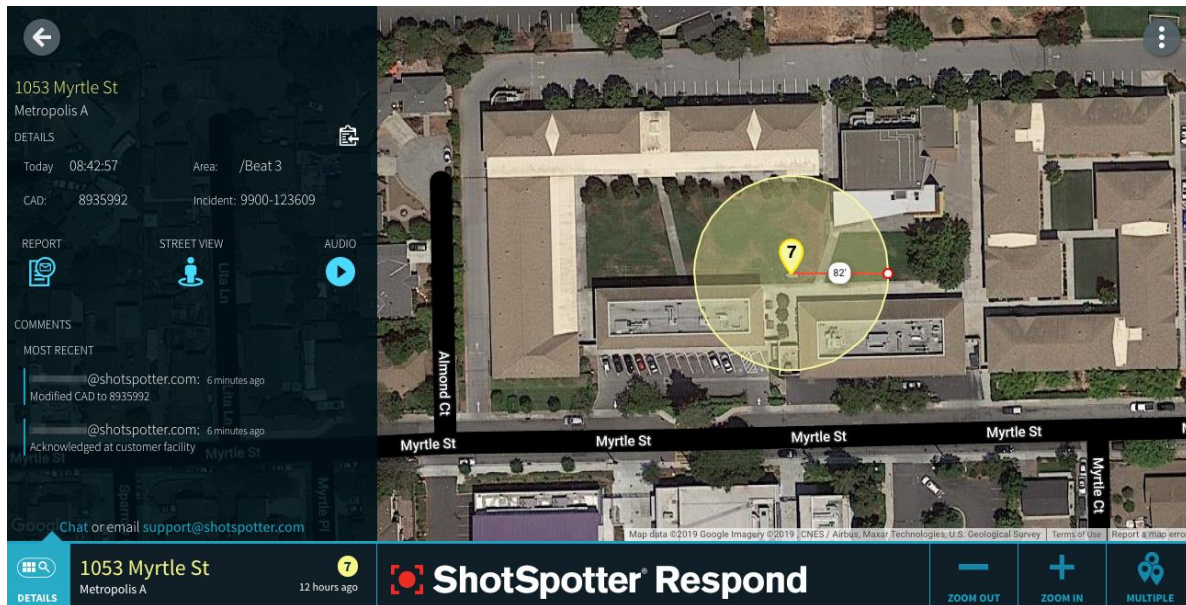


Figure 2: ShotSpotter Respond App

ShotSpotter Insight™

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g., “District 4 Gunfire – Last 28 days”).

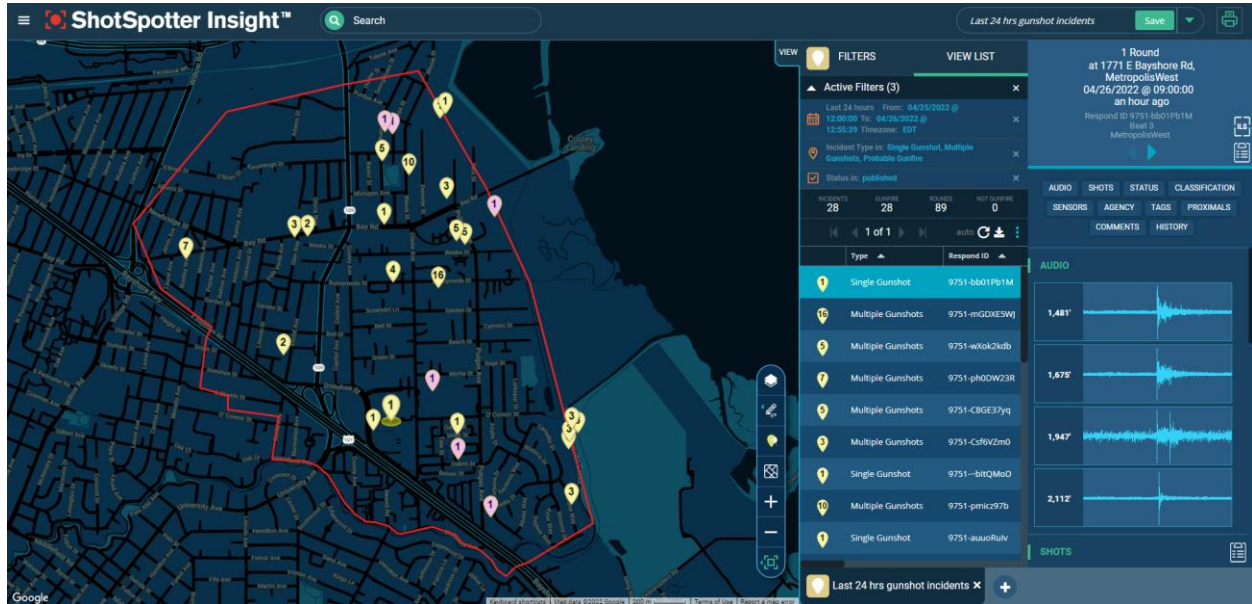


Figure 3: ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.

Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.
- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the Respond smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.



Figure 4: Smart Watch Notification

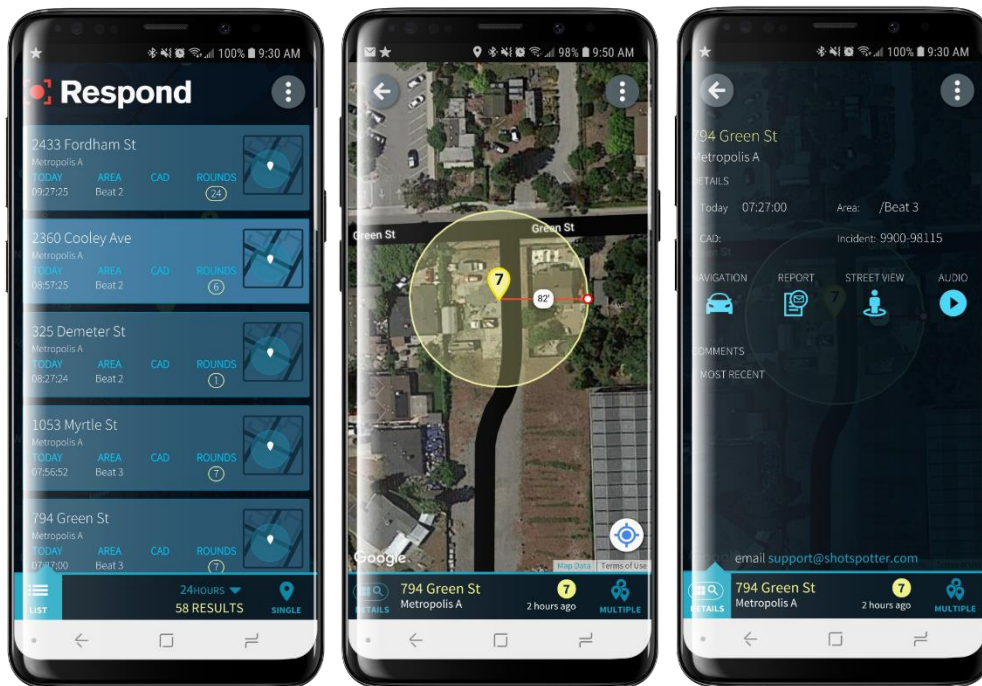


Figure 5: ShotSpotter Respond App Smartphone Notification

Notifications API (Optional)

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:


- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Investigative Lead Summary


The Respond Investigative Lead Summary (ILS) is an on-demand report that provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter Respond and Insight applications.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).


INCIDENT #: 97-5664

INVESTIGATIVE LEAD SUMMARY

INCIDENT DATE: APR 23, 2019
CITY / ZONE: METROPOLIS / METROPOLISWEST
REPORT DATE: APR 26, 2019 20:19:38
REQUESTED BY: SUSAN@METROPOLISWPD.COM



INDIVIDUAL SHOTS

The following locations and times were automatically calculated by the ShotSpotter system at the time of detection. The results are approximate and should be deemed as such. Some shots may overlap or hide other shots on the map.

SHOT	DATE	TIME	INTERVAL (sec)	LOCATION
# 1	2019-04-23	05:58:41.211	0.000	37.79XXXX, -122.21XXXX
# 2	2019-04-23	05:58:41.491	0.280	37.79XXXX, -122.21XXXX
# 3	2019-04-23	05:58:42.688	1.197	37.79XXXX, -122.21XXXX
# 4	2019-04-23	05:58:43.008	0.320	37.79XXXX, -122.21XXXX

INCIDENT TIMELINE

The reported round count may differ from the round count automatically calculated by the ShotSpotter system. An Incident Reviewer may have adjusted the round count upon review of the incident prior to publication. Any such change to the round count would be noted below.

TIME	USERNAME	DETAILS
04-23-2019 05:59:34	REVIEWER@SHOTSPOTTER.COM	PUBLISHED

Figure 6: ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

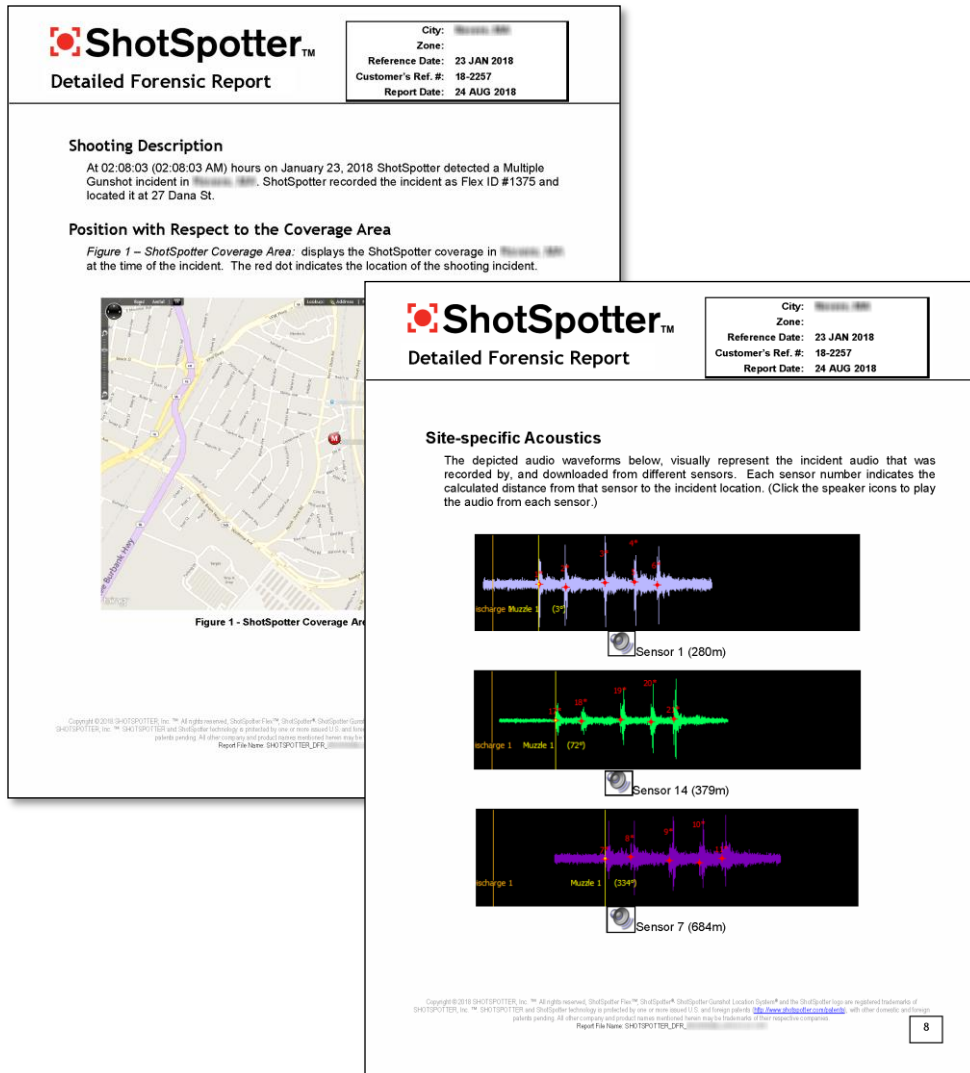


Figure 7: ShotSpotter Detailed Forensic Report (DFR)

ShotSpotter data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, ShotSpotter Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. This report will be reviewed by the designated Technical Support Engineer on a monthly basis and any and all concerns will be discussed and addressed.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	<ul style="list-style-type: none"> • Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS 	<p>Normal Support:</p> <ul style="list-style-type: none"> • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues <p>Critical Support:</p> <ul style="list-style-type: none"> • System outage
Hours of Operation	24x7x365	<p>Normal Support: 5 am – 11 pm Pacific Time Zone</p> <p>Escalation: 24x7x365</p>

Customer References

ShotSpotter has more than 125 customers covering over 900 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- New York, NY
- Chicago, IL
- Milwaukee, WI
- Minneapolis, MN
- Boston, MA
- Hot Springs, AR
- Parris, CA
- Miami, FL
- San Francisco, CA
- Omaha, NE
- Fresno, CA
- Washington DC
- Cape Girardeau, MO
- Mansfield, OH

Proposed Coverage Area

ShotSpotter systems are deployed to provide coverage for a specified area, bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data. The areas delineated by a blue or red boundary in the images below are a rough estimate of the proposed coverage area based on analysis of the Department-provided crime data as described below. The precise size of the area (i.e., in square miles) can only be verified with actual acoustic propagation information; therefore, the final coverage area may vary. ShotSpotter will perform this verification during the installation process.

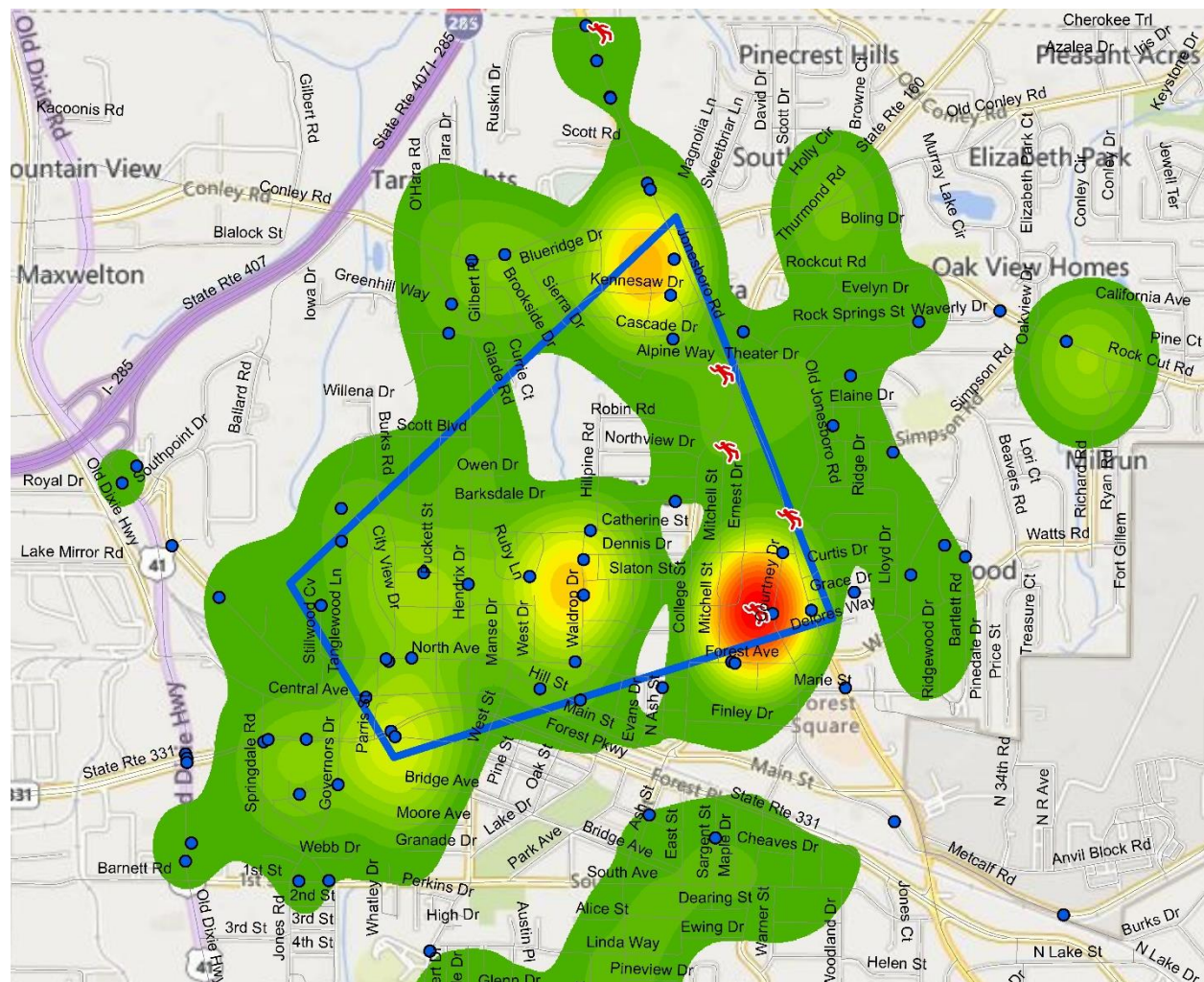


Figure 8: Option A – Proposed ShotSpotter Coverage Area = 1 square mile

Using the data provided by the Forest Park Police Department for January 1, 2020 through July 5, 2022, the map above depicts the preliminary coverage boundaries. ShotSpotter will collaborate with Forest Park Police Department stakeholders to determine the final coverage boundaries and any resulting adjustments to the proposal to address the Department's needs and priorities.

The heat map in Figure 8: Option A – Proposed ShotSpotter Coverage Area depicts the following within the 1.0 square mile coverage area (outlined in blue):

Icon	Crime Type Definition	Quantity	Percentage of Totals
	Homicide	4	44.4%
	Aggravated Assault	42	33.3%
Heat Map	Calls for Discharge Firearm	249	41.8%

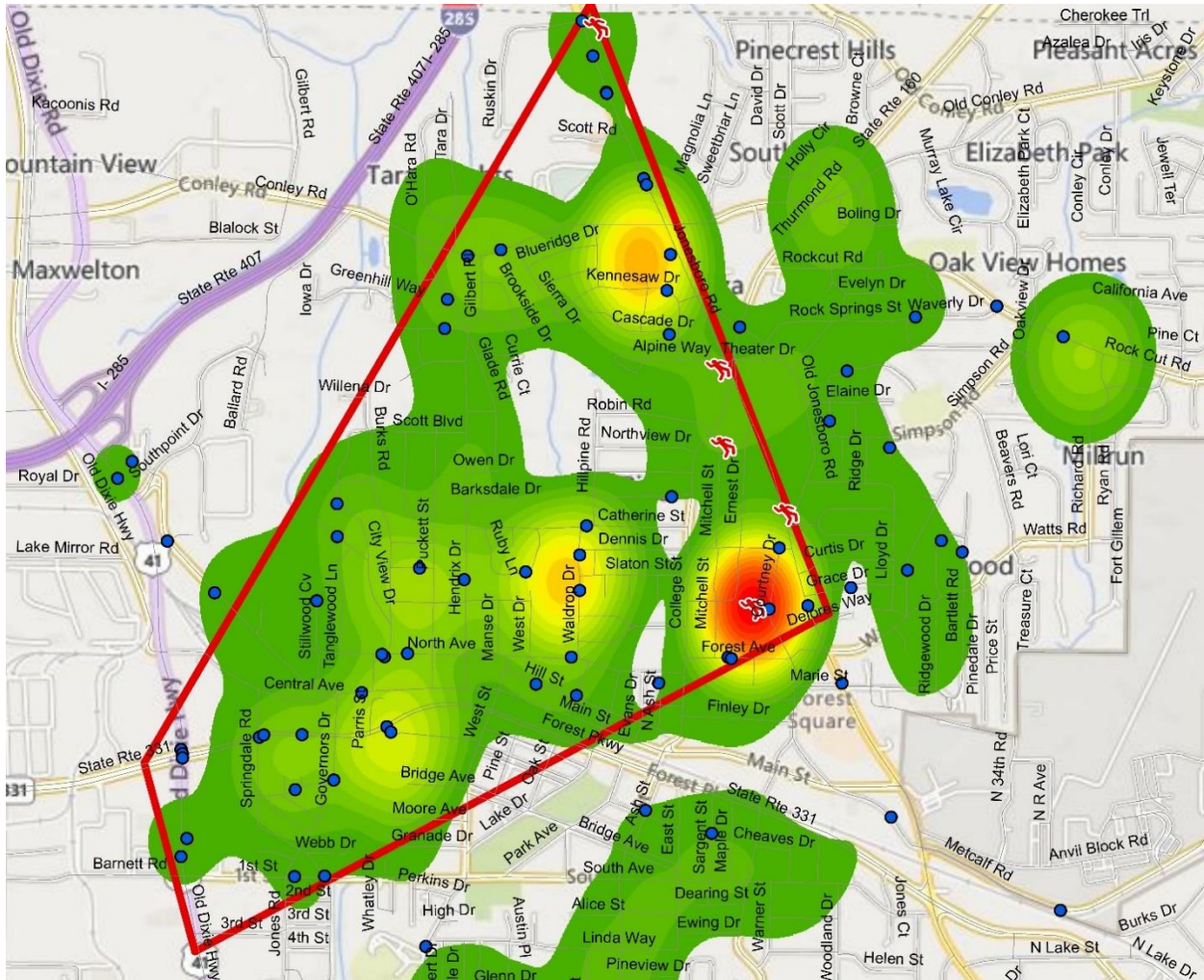


Figure 9: Option B – Proposed ShotSpotter Coverage Area = 2 square miles

The heat map in Figure 9: Option B – Proposed ShotSpotter Coverage Area depicts the following within the 2.0 square mile coverage area (outlined in red):

Icon	Crime Type Definition	Quantity	Percentage of Totals
	Homicide	5	55.6%
	Aggravated Assault	77	61.1%
Heat Map	Calls for Discharge Firearm	346	58.2%

Pricing

ShotSpotter systems are deployed to provide coverage for a specified area. ShotSpotter offers our Lower Tier Pricing Program to smaller communities. This pricing includes one-time Service Initiation fees and Onboarding fees, as well as reduced subscription fees for coverage areas for up to two square miles. The pricing presented below assumes a simplified design for the proposed ShotSpotter coverage area, one that targets the City of Forest Park’s highest crime area(s), while avoiding a highly customized coverage area. ShotSpotter will locate the proposed one square mile or two square mile coverage area based upon the Police Department’s requirements. ShotSpotter will collaborate with Police Department stakeholders to determine the final coverage area location and related boundaries.

Option A: 1 mi² Coverage Area

Contract Term	Coverage Area Size	One-Time Fees (Service Initiation & Onboarding)	Annual Subscription Fees*	Total
1 Year	1 mi ²	Included	\$49,500	\$49,500

Option B: 2 mi² Coverage Area

Contract Term	Coverage Area Size	One-Time Fees (Service Initiation & Onboarding)	Annual Subscription Fees*	Total
1 Year	2 mi ²	Included	\$99,000	\$99,000

*ShotSpotter’s current annual subscription fee for cities the size of Forest Park is \$49,500 per square mile. Please note, this rate is available for coverage areas up to a total of two (2) square miles. Any coverage beyond two (2) square miles will be at ShotSpotter’s standard annual subscription rate of \$70,000 per square mile, plus a one-time Service Initiation Fee of \$10,000 per square mile.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)	\$350/hour
Expert Witness Testimony Services are available upon request and billed separately at the above rate.	

Optional Additional Services

Interface License

Notifications API License Pack	\$9,500/year
<ul style="list-style-type: none"> • Recurring annual subscription fee • Includes up to three interfaces • Does not include costs required from other vendors to implement or support the planned interfaces 	

Payment Terms

Payment for the service initiation, onboarding, and subscription shall be as follows:

Option A: 1 mi² Coverage Area Payment Terms

- 50% of fees due upon execution of agreement (\$24,750)
- 50% of fees due upon ShotSpotter activation (live) status (\$24,750)

Option B: 2 mi² Coverage Area Payment Terms

- 50% of Year 1 fees due upon execution of agreement (\$49,500)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status (\$49,500)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A.
- The pricing assumes that the Forest Park Police Department will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing remains valid for ninety (90) days from the date of this proposal.

Governmental Pole Attachment License Agreement

Between
Georgia Power Company
and
City of Forest Park

TABLE OF CONTENTS

		Page
1.	DEFINITIONS.....	1
2.	TERM	2
3.	LICENSE	2
4.	RESTRICTIONS ON USE.....	4
5.	RIGHTS-OF-WAY AND EASEMENTS.....	4
6.	OVERLASHING	4
7.	MAKE-READY WORK	4
8.	SAFETY COMPLIANCE	5
9.	TRANSFER AND REARRANGMENT	6
10.	POLE ATTACHMENT COUNTS	6
11.	PAST DUE PAYMENTS	6
12.	INSURANCE.....	6
13.	RELEASE AND LIMITATION OF LIABILITY	7
14.	WARRANTY EXCLUSIONS.....	7
15.	REPAIR AND OTHER WORK PERFORMED BY GPC.....	7
16.	NOTICE.....	8
17.	MARKING OF OVERHEAD CABLES	8
18.	LICENSEE INFORMATION.....	8
19.	FORCE MAJEURE	8
20.	MISCELLANEOUS	9
21.	EXHIBIT A.....	11
22.	EXHIBIT B.....	12
23.	EXHIBIT C.....	14

POLE ATTACHMENT LICENSE AGREEMENT
GOVERNMENT USE

THIS POLE ATTACHMENT LICENSE AGREEMENT (“Agreement”) is made between **GEORGIA POWER COMPANY** (hereinafter “GPC”) and **City of Forest Park**, a municipality of the State of Georgia (hereinafter “Licensee”), and is subject to the following terms and conditions:

1. DEFINITIONS:

A. “Attachments” means all cables, wires, power supply equipment and cameras, traffic control equipment and hardware, and all associated hardware and equipment reasonably necessary for the attachment of said cables, wires, power supply equipment, traffic control equipment, and cameras, owned and/or utilized by Licensee that now or in the future occupy any Pole, including any Overlashing, and shall not include access to any duct, conduit or right-of-way owned by GPC, which may in GPC’s sole discretion be made available under a separate Master Conduit License Agreement or other appropriate contract.

B. “Effective Date” means the date on which GPC makes written acceptance of Licensee’s signed copy of this Agreement.

C. “FCC” means Federal Communications Commission.

D. “ILEC” means an incumbent local exchange carrier as defined in 47 U.S.C. § 251(h).

E. “Inherent Dangers” means the transmission/distribution of electrical energy involves the handling of a natural force that, when uncontrolled, is inherently hazardous to life and property. Due to the nature of any work to be performed, other hazardous or dangerous conditions (not necessarily related to the inherent danger of electricity) may also be involved in performing work on Poles, including but not limited to the following dangers: physically tripping, falling objects from work being performed overhead, working on scaffolding, electric wiring, hot metal surfaces, flash burns from welding, use of heavy equipment (e.g., mobile and stationary cranes and hoists, trucks and other equipment normally used in heavy construction and hauling), and possible hazardous materials, substances and chemicals, including the presence of asbestos, polychlorinated biphenyl (PCB), solvents, lead paint and arsenic.

F. “Inspection” means any inspection to determine if an Attachment or work being performed by Licensee or its contractors thereon is in compliance with Legal Requirements and the terms of this Agreement.

G. “Joint User” means any public utility, governmental body or other entity that owns poles to which GPC has extended or may hereafter extend joint use privileges whereby GPC and such party may affix their equipment to each other’s poles.

H. “Legal Requirements” means all applicable statutes, laws, rules, codes, ordinances, regulations, decisions, orders, decrees, policies, guidance, directives or common law of any Federal, state, local or other governmental body, authority or entity with jurisdiction over the subject matter of this Agreement, contract performance or the applicable party (including any

judicial or administrative interpretation), that: (1) are: (a) in effect on the Effective Date; or (b) imposed during the term of this Agreement; and (2) which in any manner affect the subject matter of this Agreement, contract performance or this Agreement, including without limitation the NESC and any other applicable safety codes and regulations.

I. “Make-Ready Project Manager” means Candler Ginn or his successor.

J. “Make-Ready Work” means all work, as reasonably determined by GPC, required to accommodate an Attachment and to comply with Legal Requirements, including but not limited to rearrangements, increasing the load bearing ability of a Pole and/or the transfer or replacement of a Pole and other reasonable requirements of GPC. Make-Ready Work also includes but is not limited to Inspections, engineering, permitting and construction.

K. “NESC” means the National Electrical Safety Code.

L. “NJUNS” means the National Joint Utilities Notification System.

M. “Overlapping” means the tying, draping, twisting, wrapping or otherwise attaching of fiber optic cable, coaxial cable or other wires over or around other host cables or wires attached to a Pole.

N. “Point of Attachment” means the approved point of attachment for an Attachment, as designated by GPC.

O. “Pole” means a GPC distribution pole.

P. “Pole Attachment Count” means a count of Licensee’s Attachments.

Q. “PSC” means the Georgia Public Service Commission.

R. “RF” means Radio Frequency.

S. “Transmission Facility” means any of GPC’s electric supply lines and support structures operated at or above 69 kilovolts (kV).

2. **TERM:** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement. Either party may terminate this Agreement upon one hundred eighty (180) days’ prior written notice. Each license granted hereunder shall continue in effect until the first to occur of the following: (i) Licensee notifies GPC in writing that it is removing the Attachment allowed under such license; (ii) GPC terminates such license pursuant to the terms of this Agreement; or (iii) this Agreement terminates.

3. **LICENSE:**

A. **Application.** Prior to affixing any Attachment, Licensee shall request approval on a form to be provided upon request by the Make-Ready Project Manager. Licensee shall submit reasonably sufficient data (including without limitation sag, tension, design and loading data) for

such Attachment, in form prescribed by GPC, such that GPC can ascertain whether Licensee's construction plan complies with the requirements set forth in such data and applicable industry standards.

B. Permission. GPC shall approve or deny the application, in its sole discretion, within forty-five (45) days of receipt thereof, and may do so via electronic means, including NJUNS. After approval of an Attachment, GPC will perform Make-Ready Work and issue a conditional permit in accordance with Section 7 hereinbelow. Licensee shall not affix an Attachment until receipt of said permit. Notwithstanding the foregoing, each Attachment in place on the Effective Date that has been approved in writing by GPC is hereby granted a separate license to be governed by this Agreement.

C. Attachment Rate. To the extent permitted by applicable statutes and regulations, GPC hereby waives the right to collect a rental fee for any Attachment approved by GPC pursuant to this Agreement, provided, however, that Licensee shall not change the type or use of such Attachment as approved.

D. Service Drops. Licensee shall not place a service drop unless and until it has received prior written permission from GPC.

E. Removal.

i. Licensee must promptly notify GPC in writing when Licensee removes an Attachment. Licensee will continue to be responsible for any rental fees for removed Attachments until GPC receives written notice of removal.

ii. Upon notice from GPC that it requires use of any Attachment space (which notice shall include an estimate of the costs GPC would incur in expanding capacity necessary to accommodate both the Attachment and GPC's core utility service), Licensee shall, within thirty (30) days of receiving such notice, either remove the Attachment or pay GPC's cost of expanding capacity necessary to accommodate both the Attachment and GPC's core utility service. If Licensee shall fail to do so, GPC shall be permitted to, at its option, either remove the Attachment, or increase capacity to accommodate GPC's core utility service, and Licensee shall reimburse GPC for all reasonable costs incurred for same.

iii. Upon notice from GPC that it is abandoning a Pole, Licensee shall, within thirty (30) days of receiving such notice, remove its Attachments from said Pole. In the event that Licensee fails to do so, GPC shall have the right to remove or cause to be removed any such Attachments and Licensee shall reimburse GPC for all reasonable costs incurred for same.

iv. Licensee shall remove an Attachment no later than thirty (30) days following termination of the applicable license and/or this Agreement. Notwithstanding anything herein to the contrary, Licensee shall remove any unauthorized or unapproved Attachment promptly upon notice from GPC.

4. **RESTRICTIONS ON USE:**

A. Purpose. Licensee is a governmental entity and will affix Attachments for the sole purpose of internally conducting government business, which shall not include providing services for a profit. Licensee shall not affix Attachments for the purpose of providing wireless internet service to the public, nor shall Licensee affix any Attachments that would be subject to the mandatory access requirements of 47 U.S.C. § 224(f).

B. Change in Type or Use. Licensee will not make any change to the type or use of its Attachments without prior written approval from GPC.

C. Cameras. Licensee shall limit the use of camera Attachments to lawful crime prevention and investigation. When required by a Legal Requirement, Licensee shall obtain any necessary authority or order from a court with appropriate jurisdiction and provide GPC with a copy of same prior to Licensee's use of any camera.

D. Wireless. Licensee shall not affix any wireless Attachments unless and until it has entered into a separate wireless addendum to this Agreement, the form of which the Make-Ready Project Manager will provide upon request by Licensee; and Licensee shall only affix wireless Attachments in accordance with said addendum.

5. RIGHTS-OF-WAY AND EASEMENTS: GPC does not warrant the extent of its rights-of-way or easements. Licensee shall be responsible for obtaining any real property rights necessary for Attachments on a Pole. If GPC determines that Licensee's use of a Pole is not permitted or is prohibited by the underlying property owner, Licensee shall, upon notice from GPC, promptly remove its Attachments from such Pole.

6. OVERLASHING: Licensee must obtain written approval from GPC prior to Overlashing. Each request for approval must state the intended use of the Overlashing and must include a certification by Licensee that the Overlashing will be in compliance with the NESC and include reasonably sufficient data (including without limitation sag, tension, design and loading data) for such Overlashing, in form prescribed by GPC, such that GPC can ascertain whether Licensee's construction plan complies with the requirements set forth in such data and applicable industry standards.

7. **MAKE-READY WORK:**

A. Who May Perform. Only GPC and its contractors are authorized to perform Make-Ready Work, provided, however, that Licensee shall be permitted to rearrange its own existing Attachments. Licensee shall never work on or impact another party's attachments, except where such party has given Licensee written approval to perform such work. All Make-Ready Work shall be performed in accordance with all Legal Requirements.

B. Payment. For an approved Attachment, GPC shall provide Licensee with an engineering survey and the estimated cost of Make-Ready Work within fourteen (14) days of conditional approval of the Licensee's permit. The engineering survey will depict the Point of Attachment. The estimate will remain valid for fourteen (14) days following notification. Upon receipt of Licensee's written acceptance of the estimated cost, GPC will invoice Licensee for the

estimated cost. Make-Ready Work will not begin until GPC receives full payment of the estimated cost, which Licensee shall pay to GPC within thirty (30) days of the invoice date. If the actual cost exceeds the estimated cost, GPC will invoice Licensee for the excess cost and Licensee shall pay the excess costs to GPC within thirty (30) days of the invoice date. If the actual cost is less than the amount tendered, GPC will refund the excess payment amount. The total cost for Make-Ready Work shall include any and all costs incurred by GPC in connection with the Make-Ready Work.

C. Location. Attachments must be placed at the Point of Attachment and must not interfere with any other party's equipment on the Pole. The Attachment space for wire Attachments is six (6) inches above and below the Point of Attachment. The Attachment space for wireless Attachments will be determined by GPC by the space occupied by such Attachments. Licensee shall not use a GPC anchor or affix or attempt to affix an Attachment to a Transmission Facility without the express written approval of GPC.

D. Affixing. Following completion of Make-Ready Work, GPC will issue a conditional permit to Licensee to affix its Attachment. The Attachment must be affixed and any related construction work completed within one hundred twenty (120) days of permit issuance. Licensee will notify GPC in writing at least three (3) business days prior to starting work on the Attachment and within three (3) business days of completing same. GPC or its contractors will perform an Inspection. In the event that GPC determines that an Attachment or any work thereon fails to comply with any Legal Requirements or the terms of this Agreement, GPC will so notify Licensee and Licensee shall make any necessary repairs or corrections within thirty (30) days thereafter, or immediately if the violation creates a danger to persons or property. GPC or its contractors will then perform further Inspections as necessary until it determines that Licensee is in compliance with all Legal Requirements and the terms of this Agreement.

8. SAFETY COMPLIANCE:

A. Licensee shall only use persons to perform work on Poles who are qualified by the education and experience necessary to provide high quality performance of work on Poles and who possess each license, registration, certification or other qualification required by any Legal Requirements to perform any work contemplated by this Agreement to be performed by Licensee or its contractors. Such persons must exercise that degree of skill and care required by the highest level of accepted professional standards with respect to performing work on Poles and shall have been properly trained on the hazards as set forth in 29 C.F.R. § 1910, Subpart S and § 1910.269. Licensee is solely responsible for assuring such persons have the necessary qualifications, expertise and safety training.

B. Before any person has performed any work contemplated by this Agreement by, through or for Licensee on or near any facilities of GPC, Licensee must adequately instruct and warn such person concerning the hazards and Inherent Dangers associated with performing work on Poles, including without limitation the danger inherent in making contact with GPC's electrical conductors and of coming closer to such conductors than is permitted by the NESC or by regulations of the Occupational Safety and Health Administration.

C. Licensee shall ensure that all Attachments and any equipment and work in connection therewith are in compliance with all Legal Requirements, including but not limited to separation and clearance requirements. Licensee shall use its best efforts to correct any safety violations that are the responsibility of Licensee within thirty (30) days of Licensee having knowledge of same, except for violations creating a danger to persons or property, which must be corrected immediately upon discovery.

9. TRANSFER AND REARRANGMENT:

A. Licensee may authorize GPC to transfer its Attachments when necessary due to a relocation or replacement of a Pole, at Licensee's expense and in accordance with the terms and conditions set forth on **Exhibit A** attached hereto, incorporated herein by reference and made a part hereof, by executing **Exhibit A**.

B. In the event that an Attachment must be rearranged or transferred in order to accommodate another party requesting to attach, GPC, its contractors or the party requesting to attach shall be permitted to rearrange or transfer Licensee's Attachment if Licensee has failed to do so within thirty (30) days of notice from Licensor, or such other time period as may be required by applicable Legal Requirements.

10. POLE ATTACHMENT COUNTS: GPC shall not charge Licensee for any Pole Attachment Count for Attachments that are both (a) validly permitted under and in compliance with this Agreement and (b) not subject to the mandatory access requirements of 47 U.S.C. § 224(f).

11. PAST DUE PAYMENTS: In addition to any other right or remedy available to GPC, if Licensee fails to make any payment under this Agreement within thirty (30) days after it becomes due and payable, then Licensee will pay interest thereon at a rate equal to the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by law. GPC will apply all payments to interest first and then to principal in the order in which it has become due. To the extent allowed by Georgia law, Licensee will reimburse GPC for all expenses that GPC incurs in connection with collection of any past due payment, including without limitation legal fees.

12. INSURANCE: Licensee shall procure and maintain insurance to protect it and GPC against claims for damage to property and bodily injury or the death of persons in the amount of \$1,000,000 for damages arising from one occurrence and \$1,000,000 for aggregate claims. Licensee shall also carry insurance sufficient to cover claims under workmen's compensation laws for Licensee's operations within GPC's service area. All such insurance shall be kept in force by Licensee for the life of this Agreement and the company or companies issuing such insurance shall be subject to the reasonable approval of GPC. GPC shall be named an additional insured under Licensee's liability insurance policy and the policy must state that the insurance company is waiving any right of subrogation against GPC. Licensee shall furnish to GPC a certificate showing the issuance of such insurance and the insurance company's agreement that it will not cancel, terminate, or change its policy except after thirty (30) days' prior written notice to GPC. Licensee's failure to maintain insurance coverage as required by this Agreement shall

be deemed a material breach and Licensee's rights to affix Attachments shall be suspended until Licensee is in full compliance with the foregoing insurance requirements.

13. RELEASE AND LIMITATION OF LIABILITY: TO THE EXTENT ALLOWED BY GEORGIA LAW, LICENSEE ACKNOWLEDGES AND AGREES THAT GPC'S LIABILITY FOR DAMAGES TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON SHALL BE LIMITED SOLELY TO ACTS AND OMISSIONS CAUSED BY GPC'S NEGLIGENCE, AND HEREBY AGREES TO AND RELEASES GPC FROM ANY AND ALL LIABILITY FOR DAMAGES TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON EXCEPT TO THE EXTENT CAUSED BY GPC'S NEGLIGENCE. LICENSEE FURTHER AGREES THAT, TO THE EXTENT ALLOWED BY GEORGIA LAW, GPC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND AND THAT ANY CLAIM BROUGHT AGAINST GPC BY A THIRD PARTY ARISING FROM AN ACT OR OMISSION OF LICENSEE SHALL BE SUBJECT TO AND COVERED BY THE INSURANCE POLICY LICENSEE ACQUIRES PURSUANT TO ITS CONTRACTUAL OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH POLICY SHALL PROVIDE COVERAGE IN ACCORDANCE WITH, AND NOT LESS THAN, THAT DESCRIBED IN THE TERMS AND CONDITIONS OF THE ACCGIRMA COVERAGE AGREEMENT EFFECTIVE 1 JULY 2011, AS ENDORSED TO ADD GPC AS AN "ADDITIONAL MEMBER."

14. WARRANTY EXCLUSIONS: GPC, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE REGARDING THE CONDITION OF ANY POLE OR ANY SERVICE MADE AVAILABLE TO LICENSEE UNDER THIS AGREEMENT OR ANY WORK PERFORMED BY GPC, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS. NO APPROVAL TO AFFIX AN ATTACHMENT SHALL CONSTITUTE A GUARANTEE OR REPRESENTATION THAT ADEQUATE SPACE EXISTS FOR SUCH ATTACHMENT ON ANY POLE AT THAT TIME OR IN THE FUTURE.

15. REPAIR AND OTHER WORK PERFORMED BY GPC: In the event that GPC makes repairs or performs any work, other than transfers and rearrangements pursuant to Section 9(A) and Exhibit A to this agreement, to a Pole on which Licensee has an Attachment, GPC will bill Licensee for the actual costs of any portion of said repairs or other work that directly benefit Licensee, as determined by GPC, and Licensee shall make payment to GPC within thirty (30) days of the date of invoice. In the event GPC determines that any work or repairs (including but not limited to removal of Attachments) are necessary because of a violation by Licensee of this Agreement or because of an attachment by Licensee that is not in compliance with this Agreement, GPC or its contractors shall be entitled to perform such work or repairs. Licensee shall be responsible for the full cost of such work or repairs and shall make payment to GPC within thirty (30) days of the date of invoice for same.

16. NOTICE: All notices regarding the affixing, maintenance or removal of an Attachment shall be sent electronically using NJUNS. All other notices shall be sent by electronic mail, facsimile or in written form delivered either personally or by mail, courier or similar reliable means of dispatch to the following address:

GPC:

Georgia Power Company
Attn: Joint Use Coordinator
241 Ralph McGill Boulevard, N. E.
Bin 20030
Atlanta, GA 30308-3374
Email: jdwilson@southernco.com

For permit applications:

Georgia Power Company
Attn: Make-Ready Project Manager
829 Jefferson Street
Bin 39066
Atlanta, GA 30318

Licensee:

City of Forest Park
Attn: City Clerk
745 Forest Parkway
Forest Park, Ga. 30297

17. MARKING OF OVERHEAD CABLES: Licensee shall mark all of its overhead cables attached to Poles in accordance with the marking standards set forth in **Exhibit B** attached hereto, incorporated herein by reference and made a part hereof. In the event that Licensee fails to mark an overhead cable, GPC shall have the right, at Licensee's expense, to mark same.

18. LICENSEE INFORMATION: Licensee must provide the information requested on **Exhibit C** attached hereto, incorporated herein by reference and made a part hereof, on or before the Effective Date. Licensee shall provide GPC with written notice within thirty (30) days of any change to such information.

19. FORCE MAJEURE: Neither GPC nor Licensee shall be liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbance, acts of civil or military authorities or the public enemy, inability to secure raw materials including Poles, inability to

obtain transportation, fuel or energy shortages, failure of either performance or availability of communication services or network poles, failure of an ILEC or third-party utility to act notwithstanding reasonable efforts on the part of GPC or the Licensee or other causes beyond the parties' control.

20. MISCELLANEOUS: Licensee shall comply, and shall require that its contractors comply, at all times with all Legal Requirements. Licensee may not assign this Agreement in whole or in part without the prior written consent of GPC and shall not permit any third party to overlash or affix any attachments. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any litigation arising from any alleged breach of this Agreement must be brought in an appropriate court in Fulton County, Georgia. Any headings inserted herein are for convenience only, and shall not add to or subtract from the meaning of the contents of any provision herein. This Agreement may only be modified by a writing executed by both parties. Failure by GPC to enforce any term of this Agreement shall not constitute a waiver of future compliance with any such term. If any provision of this Agreement is found to be illegal or otherwise invalid, the validity of the remaining provisions shall not be impaired. The parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the Effective Date. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. In the event this Agreement is terminated, the terms and conditions set forth herein shall survive and continue in force with respect to: (i) determining either party's failure to perform during the term of the Agreement; (ii) any failure by Licensee to move or remove its Attachments or to comply with applicable safety standards; and (iii) determining Licensee's responsibility regarding Licensee's assumption of ownership of abandoned Poles. This is the entire Agreement between the parties with respect to Attachment rights and supersedes all prior agreements, proposals, communications and understandings between the parties concerning the subject matter contained herein.

[SIGNATURES COMMENCE ON NEXT PAGE]

LICENSEE:

Adopted at _____, Georgia this _____ day of _____, _____.

CITY OF FOREST PARK

By: _____

City of Forest Park

Title:

Attest:

Name:

Title:

Entered upon the Minutes, Minute Book _____, Page _____.

Date: _____

GPC:

GEORGIA POWER COMPANY

By: _____

Cleveland L. Fann

Power Delivery Vice President

Date: _____

EXHIBIT A

TRANSFER OF EQUIPMENT

RECITALS

Pursuant and subject to the foregoing Agreement, Licensee holds a license to affix Attachments. Licensee wants GPC to transfer its Attachments when GPC transfers its own electric distribution facilities during the replacement or relocation of Poles. GPC is willing to transfer such Attachments on the terms and conditions set forth in this **Exhibit A**. Accordingly, for value received, the parties agree as follows:

TERMS AND CONDITIONS

1. **TRANSFER OF ATTACHMENTS.** If GPC is relocating or replacing a Pole and determines that the transfer of Licensee’s Attachments on such Pole is appropriate, then GPC or its contractors may transfer such Attachments concurrent with the transfer of GPC’s own equipment attached to such Pole. If GPC replaces or relocates a Pole, but does not transfer Licensee’s Attachments, GPC will notify Licensee so as to enable Licensee to make such transfer, and the Agreement will govern the rights and obligations of the parties with respect to such Pole.
2. **FEES.** Licensee will pay GPC, within thirty (30) days of the date of invoice, GPC’s standard fee for any work performed by GPC or its contractors under this **Exhibit A** as established and amended by GPC from time to time. As of the date indicated below, the standard fee is \$85.00 per Attachment.
3. **GOVERNING AGREEMENT.** In performing their obligations under this **Exhibit A**, the parties will remain governed by the terms and conditions of the Agreement, including without limitation those provisions relating to limitation of liability.
4. **TERMINATION.** This **Exhibit A** may be terminated by either party upon written notice to the other party.

Licensee hereby accepts and authorizes GPC or its contractors to transfer its Attachments in accordance with the foregoing terms and conditions.

LICENSEE:

GPC:

CITY OF FOREST PARK

GEORGIA POWER COMPANY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Cleveland L. Fann
Vice President, Power Delivery
Date: _____

EXHIBIT B

GPC OVERHEAD CABLE MARKING STANDARD

Licensee shall mark all of its Attachments to Georgia Power's Poles in accordance with the following marking standards:

The tag should identify the owner of the attachment by a name that substantially matches the name on the Agreement under which the attachment was installed. A "dba" can be added to the tag if desired or necessary.

The tag should include a 24-hour per day contact telephone number.

Each new Attachment should be marked on the following Poles:

- Every end pole.
- Every junction pole.
- Every 5th pole.

Multiple Attachments on the same Pole must be marked.

On older lines not marked, Attachments should be marked as Poles are visited.

If a company's name changes or if Attachments are sold, then the NJUNS website table must be changed to reflect the new owner information as soon as the website for the table is available.

The marker should have a life span of at least 10 years.

Letter height should be at least 3/4" tall.

Letters should be black on an orange background.

Marker should be legible from the ground.

EXHIBIT C
(Provide Information on Additional Pages if Necessary)

Licensee's Attachments will provide the following services to Licensee's customers:

Licensee intends to affix Attachments in the following counties pursuant to this Agreement:

(Note: If Attachments will only be in part of a county, provide the names of roads or streets that most closely constitute a boundary of the service areas.)

Licensee's NJUNS Member Code and contact e-mail address are as follows:

Licensee's applicable FCC and PSC license numbers for service to be provided by its Attachments are as follows:

FCC License Number(s): _____
PSC License Number(s): _____
