

Records: The Conyers Flock Agreement

All records referenced in "No Council Vote on Conyers' \$6.86 Million Flock Deal, Chief Confirms."
Documents appear exactly as provided, including any redactions by the City of Conyers.

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DOCUMENT 1 OF 7

Conyers Police Department "CPD Data" (crime trends, Flock billing schedule, personnel cost projections, public resources)

Provided by Chief R. Scott Freeman, Oct. 13, 2026

4 pages

Group A Offense	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Homicide	4	2	0	0	1	1	2	2	0	0	2	0	3	2
Rape*	6	4	2	4	14	13	12	7	4	10	8	7	7	2
Robbery	34	26	37	41	30	18	16	12	14	15	18	12	10	8
Agg. Assault	58	74	70	69	65	65	51	54	82	134	66	32	25	16
Burglary	163	115	141	101	105	70	51	45	41	36	58	41	24	21
Arson					4	2	2	5	2	2	1	1	0	3
Larceny	833	719	655	555	624	541	493	300	233	341	420	313	468	325
MV Theft	52	40	65	45	60	49	37	41	48	43	64	74	43	18
Year-End Total	1150	980	970	815	903	759	664	466	424	581	637	480	580	395
Entered Autos									197	212	222	193	85	81

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	\$296,403.00
At Contract Signing	
Year 2	\$447,758.00
Year 3	\$499,297.00
Year 4	\$667,169.00
Year 5	\$748,577.00
Year 6	\$783,449.00
Year 7	\$814,248.00
Year 8	\$842,027.00
Year 9	\$867,458.00
Year 10	\$891,000.00
Contract Total	\$6,857,386.00

*Tax not included

Using an annual cost of \$77,328.20 per police officer—including base pay, health, dental, vision, life insurance, and retirement—and applying a 4.5% annual merit increase beginning in Year 2, the estimated 10-year cost is:

Total 10-Year Expense for Six Police Officers

Year	Annual Cost per Officer	Annual Cost for 6 Officers
1	\$77,328.20	\$463,969.20
2	\$80,807.97	\$484,847.81
3	\$84,444.33	\$506,665.97
4	\$88,244.32	\$529,465.93
5	\$92,215.32	\$553,291.90
6	\$96,365.01	\$578,190.04
7	\$100,701.43	\$604,208.59
8	\$105,233.00	\$631,397.97
9	\$109,968.48	\$659,810.88
10	\$114,917.06	\$689,502.37
10-Year Total	—	\$5,701,350.67

Assumption: The 4.5% increase is applied annually to the entire per-officer employment cost, including compensation and benefit components.

Budget and Strategic Plan

<https://www.conyersga.com/government/administration/finance-budget>

City Council Retreats

2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026

Conyers Police 2025 Annual Report

<https://www.conyersga.com/Home/Components/News/News/1782/118>

Flock Transparency Portal

<https://transparency.flocksafety.com/conyers-ga-pd>

Drone-as-First-Responder (DFR) Portal

<https://community.conyers.ga.us.aerodome.com/?page=5>

CPD App



DOCUMENT 2 OF 7

Flock invoices and Year 1 payment record

City of Conyers Open Records Response CH-290-2026

9 pages



Cleared 10/14

Wire # 494

Good Afternoon, ISABEL ROGERS

FIA - JES

Online Activity ?

TRANSACTION DETAILS

ACH BATCH

Flock Group Inc

\$232,734.91

Created Date: 10/14/2025

PAYMENT DETAILS

Created By

Ginni Henry

From Account

GEN FUND OPERATING *****

Authorized

10/14/2025 3:33 PM

Total Payments

1

Authorized By

ISABEL ROGERS

ACH Header

CITY OF CONYERS

Process Date

10/14/2025

SEC Code

CCD

Effective

10/15/2025

Company Entry Description

ACH Paymen

Subsidiary Name

CITY OF CONYERS

Tax ID

9586000548

RECIPIENT DETAILS

Name	Account	Type	Routing	Amount
Flock Group Inc		Checking		\$232,734.91

Name	Account	Type	Routing	Amount
Recipient Information				
ACH Name		ACH ID	Addenda	
Flock Group Inc			Invoice INV-76257	
Email Address				
billing@flocksafety.com				

TRANSACTION PROCESS





Good Afternoon, Ginni Henry

Online Activity ?

TRANSACTION DETAILS

ACH BATCH	
Flock Group Inc	\$232,734.91
	Created Date: 10/14/2025

PAYMENT DETAILS

Created By	From Account
Ginni Henry	GEN FUND OPERATING *****
Process Date	Total Payments
10/14/2025	1
Effective	ACH Header
10/15/2025	CITY OF CONYERS
	SEC Code
	CCD
	Company Entry Description
	ACH Paymen
	Subsidiary Name
	CITY OF CONYERS
	Tax ID
	9586000548

RECIPIENT DETAILS

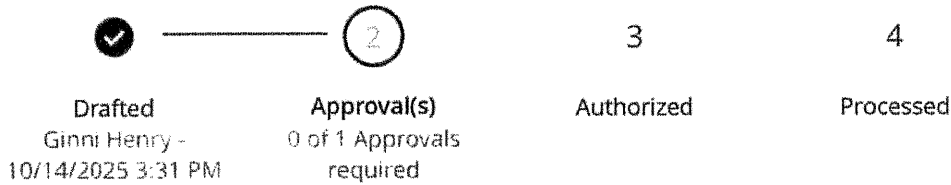
Name	Account	Type	Routing	Amount
Flock Group Inc		Checking		\$232,734.91

Name	Account	Type	Routing	Amount
Recipient Information				
ACH Name	ACH ID		Addenda	
Flock Group Inc			Invoice INV-76257	
Email Address				
billing@flocksafety.com				

TRANSACTION PROCESS

Company

Financial Institution



flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-76257
Invoice Date: 10/8/2025
Due Date: 11/7/2025
Payment Terms: Net 30
PO#:

Bill To: GA - Conyers PD
1194 Scott St Se
Conyers, Georgia, 30012

Ship To: GA - Conyers PD
1194 Scott St SE
Conyers, Georgia 30012

Billing Company Name: GA - Conyers PD
Billing Contact Name: Candace Chandler
Billing Email Address: candace.chandler@conyersga.gov
GA - Conyers PD Safe City Co-Term: Year 1 of 120 Month Term, 2025 - 2026
Notes: (Prorated credit of 63,668.09. Balance due of 232,734.91)

Payment Terms: Net 30
Contracted Billing Structure: Annual

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety - Safe City <i>DRONE</i>	1	\$296,403.00	\$0.00	\$296,403.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal: \$296,403.00
Sales Tax: \$0.00
Credit: \$63,668.09
Payments: \$0.00
Balance Due: \$232,734.91

20-50-930-54-000-5210

10/14/25



If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-76257
Invoice Date: 10/8/2025
Due Date: 11/7/2025
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-76257
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number:
Account Type: Checking
Routing / SWIFT Code:

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: GA - Conyers PD

Invoice #: INV-76257

Amount Due: **\$232,734.91**

Amount Enclosed: \$ _____

OCT 14 2025 Tran type AchBatch Prefund transfer

(5232,734.91) :

Demo for sale - Credit (01 00 00) | Nature (11) (5232 734 01)

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-84301
Invoice Date: 1/9/2026
Due Date: 2/8/2026
Payment Terms: Net 30
PO#:
W-9 Form [\[Download\]](#)
Certificates of Insurance [\[Download\]](#)

Bill To: GA - Conyers PD
Conyers, Georgia, 30012

Ship To: GA - Conyers PD
1194 Scott St SE
Conyers, Georgia 30012

Billing Company Name: GA - Conyers PD
Billing Contact Name: Candace Chandler
Billing Email Address: candace.chandler@conyersga.gov

Payment Terms: Net 30
Contracted Billing Structure: Annual - First Year at Signing

Notes: Replacement - GA - Conyers Police Department Expansion -

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Pole Replacement	1	\$500.00	\$0.00	\$500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal: \$500.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$500.00



Candace C. Chandler
Approved for payment
2026.02.02 08:14:37 -05'00'

If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-84301
Invoice Date: 1/9/2026
Due Date: 2/8/2026
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-84301
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number:
Account Type: Checking
Routing / SWIFT Code:

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: GA - Conyers PD

Invoice # INV-84301

Amount Due: **\$500.00**

Amount Enclosed: \$ _____

DOCUMENT 3 OF 7

City of Conyers Procurement Policy (No. 10-02-07)

City of Conyers Open Records Response CH-283-2026, Part 3
45 pages

THE CITY OF CONYERS PROCUREMENT POLICY

Effective Date:	March 18, 2020	Number:	10-02-07
Subject:	Procurement		
References:		No. of Pages:	44
Distribution:	All City Departments		
Re-evaluation Date:		Revised:	March 18, 2020

I. PURPOSE

The purpose of this policy is to provide all departments of the City of Conyers with notice of the guidelines and regulations governing the purchase of supplies, equipment, and contractual services in accordance with Article B, Title 3 of the Conyers City Code. These procedures are designed to ensure that the City's funds are expended in accordance with sound business practice, are recorded in compliance with acceptable accounting procedures, and meet the requirements of federal and state agencies that could assist in financing activities of the City of Conyers.

II. POLICY

It is the policy of the City of Conyers to provide for the fair and equitable treatment of all persons involved in public purchasing by the City of Conyers, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

III. DEFINITIONS

Blind Trust. An independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alteration in, or other dispositions of, property subject to the trust.

Brand Name or Equal Specification. A specification limited to one or more items by manufacturer's names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the City of Conyers' requirements, which provides for the submission of equivalent products.

Brand Name Specification. A specification limited to one or more items by manufacturer's name or catalog number.

Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Change Order. An alteration, addition or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.

Competitive Sealed Bidding. A process that gives all potential vendors (bidders) an opportunity to offer competitive prices (bids) in connection with specified terms and conditions pertaining to future business transactions. This process places all bidders upon the same plane of equality through an adequate description of bid specifications, as well as terms and conditions relating to proposed expenditures.

Competitive Sealed Proposal. In those instances where the City of Conyers is purchasing a service or something other than tangible personal property, the use of competitive sealed proposals shall be employed. This method of procurement is most often used when it is not feasible to provide an adequate description of specifications. Unless otherwise stated, all such contracts proposed to be made by the City of Conyers shall be submitted to competitive sealed proposals when the contract is anticipated to exceed \$15,000.

Contract Modification (bilateral change). Any written alteration in specifications, delivery point, rate of delivery, period of performance, price quantity, or other provisions of any contract.

Confidential Information. Any information which is available to an employee only because of the employee's status as an employee of the City of Conyers and is not a matter of public knowledge or available to the public on request.

Contract. All types of City of Conyers' agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

Contractor. Any person having a contract with the City of Conyers or a using agency thereof.

Cooperative Purchasing. Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have actually been incurred by the contractor in performing the contract.

Cost Reimbursement Contract. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this policy, and a fee or profit, if any.

Direct or Indirect Participation. Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

Employee/Public Official. For the purposes of this policy, an individual receiving a salary or wages from the City of Conyers, any person compensated for performing personal services for the City of Conyers or any department, agency, commission, council, board or any other entity established by the executive or legislative branch of the City of Conyers; or any individual serving as an elected official of the City of Conyers.

Engineering and design related services: Program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping or architectural related services (as specified in 23 U.S.C. 112(b) (2)(A) and 23 CFR 172.3). These are services that are required to be performed, approved, or logically/justifiably performed by a person licensed, registered, or certified as an engineer or architect to provide the services (as specified in 40 U.S.C. 1102(2)).

Financial Interest. (a) Ownership of any interest or involvement in any relationship from which a person within the past year has received, or is presently or in the future entitled to receive, more than one hundred dollars (\$100.00) per year or its equivalent; (b) ownership of 10% or more of any property or business; and (c) holding a position in a business such as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

Gratuity. A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate Family. A spouse, children, parents, brothers, and sisters.

Invitation for Bids. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Payment Voucher. A form printed in duplicate used to authorize payment of contractual services such as utilities, maintenance contracts, etc.

Person. Any individual or legal entity.

Price Analysis. The evaluation of pricing data, without analysis of the separate costs components and costs as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Procurement. The buying, purchasing, renting, leasing, or acquisition of any supplies or services. The term includes the description of requirements, the selection and solicitation of sources, the preparation and award of a contract, as well as all phases of contract administration.

Public Agency. A public entity subject to or created by the City of Conyers, the State of Georgia or the United States of America.

Purchase Order. A Consecutively numbered form utilized for purchasing items with a unit/total cost exceeding \$500.00, purchasing goods/services under monthly blanket orders, and/or for purchasing non-budgeted items. A Purchase order requires approval by the Department of Finance prior to the purchase being made.

Qualified Product List. An approved list of supplies, services, or construction items described by model or catalog numbers which, prior to competitive solicitation, the City of Conyers has determined will meet the applicable specification requirements.

Request for Proposals. All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsible Bidder or Offeror. A person who has the capability to perform fully the contract requirements and the experience, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder or Offeror. A person who submits a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Small Business. A United States business which is independently owned and is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

Specification. Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing of supply, service or construction item for delivery.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and lease of real property, excluding land or a permanent interest in land.

Using Agency. Any department, commission, board, or public agency requiring the supplies, services, or construction procured pursuant to this policy.

IV. PROCEDURES / RULES

A. Application

This policy applies to public works contracts, road construction projects and contracts for the procurement of supplies and services entered into by the City of Conyers. The policy shall apply to all expenditures of public funds. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with mandatory applicable law and regulations. Nothing in this policy shall prevent the City or its employees, officers or agents from complying with the terms and conditions imposed by the acceptance of any grant, gift, or bequest that is otherwise consistent with law.

B. Public Access to Information

Procurement information shall be available to the public as provided by Georgia law.

C. Duties of the Chief Financial Officer

The Chief Financial Officer is the supervisor of the purchasing division. The duties of the Chief Financial Officer are as follows:

1. Observe and enforce the procedures outlined in this policy.
2. Encourage competitive bidding at all times.
3. Conduct the purchasing division in such a way that bidders:
 - (a) will be aware of the fairness of the system;
 - (b) will be encouraged to assure the City of the highest quality merchandise and service at the lowest possible cost; and
 - (c) will give due consideration to ethical and quality standards.
4. Investigate and report any possibility of collusion between bidders.
5. Keep abreast of current developments in the field of purchasing, pricing, market conditions and new products. Investigate and analyze, for the benefit of the City, research done in the field of purchasing by other governmental agencies and by private industry.
6. Explore the possibilities of quantity buying to take full advantage of discount purchases.
7. With prior approval from the Conyers' City Council, join with other governmental agencies in cooperative purchasing plans when said plans are in the best interest of the City.
8. Advise and assist in the formulation of policies and procedures for the City, and advise the City Manager of such policies and procedures.
9. Assist, when requested by the using department, in the inspection of delivered merchandise.
10. Subject purchased articles to such tests as he/she may deem necessary to determine compliance with specifications.
11. Dispose of City property declared surplus by the City Council. Such property shall be disposed of by sealed bid, or by public auction after advertisement in the official County newspaper. No City officer or employee shall dispose of City property by trade or otherwise without first consulting the Chief Financial Officer. Departments having property that is no longer needed shall submit a description of the property and its condition to the Finance Department.

V. Source Selection and Contract Formation

1. **Competitive Sealed Bids for Public Works.**
 - a. Projects under \$100,000: Require three (3) written quotes.

b. Projects over \$100,000: Require sealed bids.

1. Terms. The terms used in this section are defined as follows:

- (a) *Bid bond* means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the City for which the contract is to be awarded.
- (b) *Change order* means an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.
- (c) *Competitive sealed proposals* means a method of soliciting public works contracts whereby the award is based upon criteria identified in a request for proposals in conformance with the provisions of this Section.
- (d) *Payment bond* means a bond with good and sufficient surety or sureties payable to the City for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
- (e) *Performance bond* means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the City for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the City for which the work is to be done.
- (f) *Professional Services* means those services within the scope of the following:
 - i. *The practice of architecture as defined in Georgia Code 43-4-1(6);*
 - ii. *The practice of Engineering as defined in Georgia Code 43-15-2(11);*
 - iii. *The practice of land surveying as defined in Georgia Code 43-15-2(6);*
 - iv. *The practice of landscape architecture as defined in Georgia Code 43-23-1(3).*
- (g) *Public works construction* means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects defined elsewhere in this policy.
- (h) *Responsible bidder* or *responsible offeror* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
- (i) *Responsive bidder* or *responsive offeror* means a person or entity that has submitted a bid or proposal that conforms in all material

respect to the requirements set forth in the invitation for bids or request for proposals.

- (j) *Scope of project* means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.
- (k) *Scope of work* means the work that is required by the contract documents.

2. *Responsibility for Selection of Methods of Construction Contracting Management.*

The department director responsible for the construction project shall select the method of construction contracting management for a particular project subject to the approval of the City Manager. In determining which method to use, the department director shall consider the City of Conyers' requirements, its resources, and the potential contractor's capabilities. The department head shall execute a written statement setting forth the facts which led to the selection of the method of construction contracting management and include the statement in the contract file.

- 3. *Conditions for use.* All public works contracts for the City shall be awarded by competitive sealed bids or proposals except as otherwise provided in this article.
- 4. *Invitation for bids.* An invitation for bids or proposals shall be issued and shall include all contractual terms and conditions applicable to the procurement.
- 5. *Public notice.* A public notice for the invitation for bids or proposals shall be given.
 - (a) The notice shall be posted conspicuously in the City's office and shall be advertised in the legal organ of the City or by electronic means on an Internet website of the City or an Internet website identified by the City. Contract opportunities shall be advertised a minimum of two times, with the first advertisement occurring at least four weeks prior to the opening of the sealed bids or proposals. The second advertisement shall follow no earlier than two weeks from the first advertisement. Plans and specifications shall be available on the first day of the advertisement and shall be open to inspection by the public. The advertisement shall include such details and specifications as will enable the public to know the extent and character of the work to be done. All required notices of advertisement shall also advise of any

mandatory prequalification requirements or pre-bid conferences as well as any federal requirements.

- (b) The City shall not issue or cause to be issued any addenda modifying plans and specifications within a period of 72 hours prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72 hour period prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays and legal holidays from the date of the original bid or proposal opening without need to re-advertise as required by this Section.
 - (c) Bid and contract documents may contain provisions authorizing the issuance of change orders, without the necessity of additional requests for bids or proposals, within the scope of the project when appropriate or necessary in the performance of the contract. Change orders may not be used to evade the purposes of this Section.
 - (d) The City may, in its discretion, adopt a process for mandatory prequalification of prospective bidders or offerors; provided, however, that:
 - i. Criteria for prequalification must be reasonable related to the project or the quality of work;
 - ii. Criteria for prequalification must be available to any prospective bidder or offeror requesting such information;
 - iii. Any prequalification process must include a method of notifying prospective bidders or offerors of the criteria for prequalification; and
 - iv. Any prequalification process must include a procedure for a disqualified bidder to respond to his or her disqualification to a representative of the City; provided, however, that such procedure shall not be construed to require the City to provide a formal appeals procedure.
6. Bid bonds. Bid bonds shall be required for all public works construction contracts when bids are estimated to be over \$100,000.00. If a bid bond is required for a public works contract and not submitted, the bid shall not be valid for any purpose unless the bond of good and sufficient surety is presented and approved by the City. The bid bond shall be in the amount of not less than 5 percent of the total amount payable by the terms of the contract. No bid or proposal shall be considered if a proper bid bond or other security authorized in this Section has not been submitted.
7. Bid opening. Bids or proposals shall be opened publicly in the presence of two or more witnesses at the time and place designated in the

invitation for bids. The amount of each bid or proposal, and such other relevant information as the city deems appropriate, together with the name of each bidder, shall be recorded; the record of each bid shall be open to public inspection. All bids and bid documents shall be kept on file in the office of the Chief Financial Officer as required under the Public Records Act of the State of Georgia.

8. Bid acceptance and bid evaluation. Bids or proposals shall be unconditionally accepted without alteration or correction, except as authorized in subsection (9) of this section. Bids or proposals shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a purpose. Those criteria that will affect the bid or proposal price and be considered in evaluation for award shall be objectively measurable such as discounts, transportation costs, and total or life cycle costs. The invitation for bids or proposals should set forth the evaluation criteria to be used.
9. Correction or withdrawal of bid; cancellation of awards. Correction or withdrawal of inadvertently erroneous bids or proposals before and after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for the bid opening. After bid opening, corrections in bid openings shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After the bid opening, no changes in bid or proposal price or other provisions of bids or proposals prejudicial to the city or fair competition shall be permitted. In lieu of bid or proposal corrections, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
 - (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (b) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel the awards or contracts based on bid mistakes, shall be supported by a written determination made by the council.
10. Award of Contract. The city, by majority vote entered in its minutes, shall award the contract to the lowest reliable bidder, provided that the city shall have the right to reject any and all such bids whether such

right is reserved in the public notice or not and, in such case, may re-advertise, perform the work itself, or abandon the project.

11. Award. The contract shall be awarded with responsible promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. If the low responsible and responsive bid for a construction project exceeds available funds as certified by the city council, and such bid does not exceed such funds by more than five percent, the council shall approve and authorize when time or economic considerations preclude re-solicitation of work of a reduced scope, negotiation of an adjustment of the bid price with the low responsible and responsive bidder, in order to bring the bid within the amount of available funds.
12. Multistep sealed bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
13. Performance bonds in the procurement of public works projects. When a public works project contract is awarded in excess of \$100,000.00, the following bonds or security shall be delivered to the city and shall become binding on the parties upon execution of the contract:
 - (a) A performance bond satisfactory to the city, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the city, in an amount equal to 100 percent of the price specified in the contract; and
 - (b) A payment bond satisfactory to the city, executed by a surety company registered to do business in the state or otherwise secured in a manner satisfactory to the city, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100 percent of the price specified in the contract.
 - (c) Nothing in this section shall prevent the requirements of such bonds on construction contracts under \$100,000.00 when the council determines that the circumstances warrant.
 - (d) All bonds shall meet the requirements set forth in Chapter 91 of Title 36 of the Georgia Code.
 - (e) *Fiscal Responsibility.* Every construction contract modification, change order, or contract price adjustment in excess of ten thousand dollars (\$10,000) shall be subject to approval by the

City Manager. (f) Every construction contract modification, change order, or contract price adjustment less than ten thousand dollars (\$10,000) shall be subject to prior approval by the City Manager or his/her designee.

B. Competitive Sealed Bids for Public Road Construction

1. Conditions for use. All public road construction contracts for the city shall be awarded by competitive sealed bids except as otherwise provided in this article.
2. Invitation for bids. An invitation for bids shall be issued and shall include all contractual terms and conditions applicable to the procurement.
3. "Contract" defined. As used in this Section, the term "contract" means a contract or subcontract entered into by a municipality with any person, the state or federal government or an agency of either, with another municipality or municipalities, with a county or counties, or with any combination of any of the foregoing entities, for the construction, reconstruction, or maintenance of all or part of a public road in said municipality, including but not limited to a contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work.
The City may negotiate a contract:
 - (a) involving the expenditure of less than \$20,000.00;
 - (b) with a state agency or political subdivision as authorized by Georgia Code 32-4-111 and 32-4-112;
 - (c) with a railroad or railway company or a publicly or privately owned utility as authorized by Georgia Code 32-6-6;
 - (d) for engineering or other kinds of professional or specialized services;
or
 - (e) for emergency maintenance requiring immediate repairs to a public road, including but not limited to bridge repairs, snow and ice removal, and repairs due to flood conditions.
4. Advertisement. The city shall advertise for competitive sealed bids for at least two weeks. The public advertisement shall be inserted once a week in such newspapers wherein the county sheriff's sales are advertised or in such newspapers or other publications, or both, as will ensure adequate publicity.

The first insertion shall be at least two weeks prior to the opening of the sealed bids, the second insertion shall follow one week after the publication of the first insertion.

The advertisement shall include but not be limited to the following:

- (a) A description sufficient to enable the public to know the approximate extent and character of the work to be done;
 - (b) The time allowed for performance;
 - (c) The terms and time of payment;
 - (d) Where and under what conditions and costs the detailed plans and specifications and proposal forms may be obtained;
 - (e) The amount of the proposal guaranty, if one is required;
 - (f) The time and place for submission and opening of bids;
 - (g) The right of the municipality to reject any one and all bids, and
 - (h) Such further notice as the municipality may deem advisable as in the public interest.
- (a) *Charge for proposals.* The city may require each bidder to pay a reasonable sum sufficient to cover the cost to the municipality, where applicable, of the bid proposal form, the contract, and its specifications.
 - (b) *Proposal guaranty.* A municipality may require that each bid on a particular contract, as a prerequisite to the bid being considered, be accompanied by a proposal guaranty in the form of a certified check or other acceptable security payable to the city for an amount deemed by the municipality in the public interest necessary to ensure that the successful bidder will execute the contract on which he bid.

Such proposal guaranty will be returned to a bidder upon receipt by the city of the bidder's written withdrawal of his bid if such receipt is before the time scheduled for the opening of bids. Upon the determination by the city of the lowest reliable bidder, the city will return proposal guaranties to all bidders except the proposal guaranty of the lowest reliable bidder. If no contract award is made within 30 days after the date set for the opening of bids, all bids shall be rejected and all proposal guaranties shall be returned unless the city and the successful bidder agree in writing to a longer period of time.

- (c) *Bid opening.* Bids shall be opened publicly in the presence of two or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the council deems appropriate, together with the name of each bidder, shall be recorded; the record of each bid shall be open to public inspection. All bids and bid documents shall be kept on file in the office of the City Clerk as required under the Public Records Act of the State of Georgia.
- (d) *Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in subsection 9 of this section. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable such as discounts, transportation costs, and

total or life cycle costs. The invitation for bids should set forth the evaluation criteria to be used.

- (e) *Correction or withdrawal of bids; cancellation of awards.* Correction or withdrawal of inadvertently erroneous bids before and after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for the bid opening. After bid opening, corrections in bid openings shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After the bid opening, no changes in bid price or other provisions of bids prejudicial to the city or fair competition shall be permitted. In lieu of bid corrections, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
 - (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (b) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel the awards or contracts based on bid mistakes, shall be supported by a written determination made by the city manager or his/her designee.
- (f) *Award of Contract.* The city, by majority vote entered in its minutes, shall award the contract to the lowest reliable bidder, provided that the city shall have the right to reject any and all such bids whether such right is reserved in the public notice or not and, in such case, may re-advertise, perform the work itself, or abandon the project.
- (g) *Award.* The contract shall be awarded with responsible promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. If the low responsible and responsive bid for a construction project exceeds available funds as certified by the city council, and such bid does not exceed such funds by more than five percent, the council shall approve and authorize when time or economic considerations preclude re-solicitation of work of a reduced scope, negotiation of an adjustment of the bid price with the low responsible and responsive bidder, in order to bring the bid within the amount of available funds.
- (h) *Multistep sealed bidding.* When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

- (i) *Performance bonds in the procurement of road construction services*
When a road construction contract price is in excess of \$5000.00 the following bonds or security shall be delivered to the city and shall become binding on the parties upon execution of the contract:
 - (a) A performance bond satisfactory to the city, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the city, in an amount equal to 100 percent of the price specified in the contract; and
 - (b) A payment bond satisfactory to the city, executed by a surety company registered to do business in the state or otherwise secured in a manner satisfactory to the city, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100 percent of the price specified in the contract.
- (j) Nothing in this section shall prevent the requirements of such bonds on construction contracts under \$5,000.00 when the council determines that the circumstances warrant.
- (k) All bonds shall meet the requirements set forth in Chapter 91 or Title 36 of the Georgia Code.
- (l) *Fiscal Responsibility.* Every public road construction contract modification, change order, or contract price adjustment in excess of ten thousand dollars (\$10,000) shall be subject to approval by the City Manager. Every public road construction contract modification, change order, or contract price adjustment less than ten thousand dollars (\$10,000) shall be subject to approval by the City Manager or his/her designee.

C. *Procurement of Supplies and Services.*

1. Competitive Sealed Bids

- (a) *Condition for use.* All contracts for supplies and services for the City of Conyers shall be as otherwise provided in Section V.C.3. (Purchases), Section VII. M. (Sole Source Procurement) and Section VII. N. (Emergency Purchases).
 - i. *Exceptions.* When purchasing used equipment, the appropriate department director may, with approval of the City Manager, negotiate a purchase in the best interest of the City of Conyers if a good faith search has determined that this is the best equipment available for the price at the time of purchase.

- (b) Invitation for bids. An invitation for bid shall be issued and shall include all contractual terms and conditions applicable to the procurement.
- (c) Public notice. Adequate public notice of the invitation for bids shall be given and in no instance shall such time be less than fifteen (15) calendar days prior to the date set forth therein for the opening of the bids. Such notice shall be published in a newspaper of general circulation not less than fifteen (15) days prior to the bid opening. The public notice shall state the date, time, and place of the bid opening.
- (d) Bid opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any such other relevant information as the Chief Financial Officer deems appropriate, together with the name of each bidder shall be recorded. The record of each bid shall be open to public inspection accordance with Section IV.B. (Public Access to Procurement Information).
- (e) Correction or withdrawal of bids; cancellation of awards. Correction or withdrawal of inadvertently erroneous bids before and after bid opening, or cancellation of awards or contracts based upon such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for the bid opening. After bid opening, corrections in bid openings shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgment character was made, the nature of the mistake, and the bid price actually intended. After the bid opening, no changes in bid price or other provisions of bids prejudicial to the City or fair competition shall be permitted. In lieu of bid corrections, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if: (1) the mistake is clearly evident on the face of the bid document that the intended correct bid is not similarly evident; or (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdraw bids or to cancel the award of contracts based on bid mistakes, shall be supported by a written determination made by the Chief Financial Officer.
- (f) Award: The contract shall be awarded (after review and approval by the City Manager and the City Council) with responsible

promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the lowest responsible and responsive bid for the contract exceeds available funds, the Chief Financial Officer and the department director are authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds.

2. Competitive Sealed Proposals

- (a) Competitive sealed proposals. When the Chief Financial Officer determines that use of competitive sealed bidding for supplies or services is either not practical or not advantageous to the City of Conyers, a contract may be entered into by the use of competitive sealed proposal.
- (b) Request for proposals. Proposals shall be solicited through a request for proposals.
- (c) Public notice. Adequate public notice of request for proposals shall be given in the same manner as provided in Section V.C.1.(c) (Competitive Sealed Bidding, Public Notice.
- (d) Evaluation factors. The request for proposals shall state the relative importance of price as well as other evaluation factors.
- (e) Receipt of proposals. No proposal shall be handled so as to permit disclosure of its content during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.
- (f) Discussion with responsible offerors and revisions to proposals. In the event the lowest responsible responsive offer exceeds available funds, discussions may be conducted with offerors who submit proposals determined to be responsible. In addition to or in the alternative, the Chief Financial Officer and the appropriate department director are authorized, when time and/or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the proposal price with the lowest responsible responsive offeror, in order to bring the proposal within the amount of available funds.

- (g) Award. Award shall be made (after approval by the City Manager the City Council) to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City of Conyers, taking into consideration price and the evaluation factors set forth in the request for proposals.

3. Purchases

- (a) General. Any contract supply or service not exceeding \$25,000 may be made in accordance with the purchase procedures authorized in this section without a sealed bid.
- (b) Purchases from \$0 - \$5,000. The Chief Financial Officer shall adopt operational procedures for making purchases from \$0.00 - \$5,000.00. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply or service being purchased. Such operational procedures shall include the preparation and maintenance of written records adequate to document the competition obtained, to properly account for funds expended, and to facilitate an audit of the purchase.
- (c) Small purchases from \$5,001 - \$25,000. Insofar as is practical for small purchases, no less than three (3) businesses shall be solicited to submit written quotations. Award shall be made to the business submitting the lowest acceptable quotations. The name of the businesses submitting quotations, and the date and the amount of each quotation shall be recorded and maintained as a public record.
- (h) Purchases \$25,001 or more: Unless otherwise stated, all contracts proposed to be made by the City of Conyers for the purchase of any personal property shall be submitted to competitive bidding when said property is valued at \$25,001 or more.

4. Cancellation of Invitation for Bids or Request for Proposals.

An invitation for bids, request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part with the approval of the City Council as may be specified in the solicitation when it is for good cause and in the best interest of the City of Conyers. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any further procurement of

similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

5. Bid or Performance Bonds on Supply or Service Contracts. Bid and performance bonds or other security may be requested for supply or service contracts as the Chief Financial Officer or the head of the using agency deems advisable to protect the City of Conyers' interest. Any such bonding shall be set forth in the solicitation.

D. Contracting for Designated Professional Services that are not funded by FAHP

1. Authority. For the purpose of securing the services of professionals as defined by this policy, any department requiring such services may procure them on its own behalf, in accordance with the selection procedures specified in this section. Nothing herein shall prohibit the City from requiring the procedures set forth herein be made applicable to all professions not elsewhere covered by the provisions of this Policy.
2. Professional services not exceeding \$75,000: For the procurement of professional services that, due to a limited dollar amount of not more than \$75,000, do not justify the administrative time and expenses for procurement by competitive proposals or otherwise, the Director of Administration or his/her designee is authorized to utilize informal methods and procedures for acquisition of such services. Generally, procurement of such services will be obtained through telephone quotation or informal written solicitation.
3. Professional services exceeding \$75,000.00: For a "project" or activity requiring professional services estimated at a cost in excess of \$1,000,000.00 :
 - i. Public notice shall be given for the need of the professional service. Such public notice shall be given at least 15 days prior to the selection of the three or more most highly qualified persons by the City Manager or his or her designee pursuant to the criteria set forth in section V.D.3.(c). Such public notice shall be given by publication at least once in the Georgia Procurement Registry established by Georgia Code Section 50-5-69 and in addition may be given by publication in one or more daily newspapers of general circulation in the state, which notice shall contain a general description of the proposed project, and shall indicate what selection method shall be used and the procedure by which interested persons may apply for consideration for the project.

- ii. Any person desiring to provide professional services to the City shall submit the City a statement of qualifications and performance data and such other information as the City may require. The City may request such person to update such statement periodically in order to reflect conditions in the status of such person.
- iii. For each project for which professional services are required, the City Manager or his or her designee shall evaluate statements of qualifications and performance data as required in the public notice and shall conduct discussions with not less than three persons regarding their qualifications, approaches to the project, abilities to furnish the required professional services, anticipated design concepts, and use of alternative methods of approach for furnishing the required professional services. The City Manager or his or her designee shall then select not less than three nor more than eight persons deemed to be most highly qualified to perform the professional service after considering, and based upon, such factors as the ability of professional personnel, past performance, willingness to meet time requirements, project location, office location, the professional's current and projected workload, the professional's approach, quality control procedures, the volume of work previously awarded to the person by the City and the extent to which said persons have and will involve minority subcontractors, with the object of effecting an equitable distribution of contracts among qualified persons as long as such distribution does not violate the principle of selection of the most highly qualified person. Persons who maintain an office in Georgia shall be given preference when qualifications appear to be equal.
- iv. The City Manager or his or her designee shall rank in order not less than three nor more than five persons deemed most qualified to perform such professional services. The principal representative or his or her designee shall then negotiate a contract with the highest qualified person providing professional services for such services at compensation which the City Manager or his or her designee determines in writing to be fair and reasonable. In making such decision, the City Manager or his or her designee shall take into account the estimated value of the services to be rendered and the scope, complexity, and professional nature thereof.
- v. If the City Manager or his designee is unable to negotiate a satisfactory contract with the person considered to be the most qualified at a price the principal representative determines to be fair and reasonable, negotiations with that person shall be formally terminated. The City Manager or his designee shall then undertake negotiations with the second most qualified person. If the City Manager or his designee

fails to negotiate a contract with the second most qualified person, the City Manager or his designee shall formally terminate such negotiations. The City Manager or his designee shall then undertake negotiations with the third most qualified person.

- vi. If the City Manager or his designee is unable to negotiate a satisfactory contract with any of the selected persons, the City Manager or his designee shall either select additional persons in order of their competence and qualifications and continue negotiations in accordance with this Code section until a contract is reached or review the contract under negotiation to determine the possible cause for failure to achieve a negotiated contract.
- vii. Each contract for professional services entered into by the City shall contain a prohibition against contingent fees as follows: the architect, registered land surveyor, professional engineer, landscape architect, or interior designer, as applicable, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for him or her, to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him or her, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this contract.
- viii. Upon any violation of this Code section, the City Manager shall have the right to terminate the contract without liability and, at his discretion, to deduct from the contract price or recover otherwise the full amount of such fee, commission, percentage, or consideration.

E. Competitive Negotiation Qualifications-based Selection for Projects Using Federal Aid Highway Program (FAHP) Funding

1. Qualification Based Selection. Except as provided in subsections 2- Small Purchases and 3- Noncompetitive below, the City of Conyers shall use the competitive negotiation method for the procurement of Engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. 112(b)(2)(A)) that are directly related to construction projects. The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act. In accordance with the requirements of the Brooks Act, the following procedures shall apply to the competitive negotiation procurement method:

- (a) Solicitation. The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures

qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Solicitation shall be posted to the Georgia Procurement Registry. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications. The solicitation should include the evaluation criteria with its weighting/relative importance that will be used to rate the firms for the competency and qualifications to perform the type of work requested. The solicitation should provide a clear and precise statement of the work to be performed, estimated schedule to accomplish the services, and method of compensation/payment. The solicitation must also allow sufficient time for firms to prepare and submit a proposal in response to the solicitation.

- (b) Request for Proposal (RFP). The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:
- i. Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
 - ii. Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
 - iii. Identify evaluation factors including their relative weight of importance in accordance with subparagraph (c) of this section;
 - iv. Specify the contract type and method(s) of payment to be utilized;

- v. Identify any special provisions or contract requirements associated with the solicited services;
- vi. Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
- vii. Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

(c) Evaluation Factors.

- i. Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
- ii. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
- iii. In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.
- iv. The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent (10%) of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

(AA) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(BB) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26.

(d) Evaluation, Ranking, and Selection.

- i. Consultant proposals shall be evaluated by the City of Conyers based on the criteria established and published within the public solicitation.
- ii. While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.
- iii. Following submission and evaluation of proposals, the City of Conyers shall conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussion requirements shall be specified within the RFP and should be based on the size and complexity of the project as defined in City of Conyers written policies and procedures. Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
- iv. From the proposal evaluation and any subsequent discussions which have been conducted, the City of Conyers shall rank, in order of

preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.

- v. Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
- vi. The City of Conyers shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

(e) Negotiation.

- i. Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City of Conyers shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.
- ii. Elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established separately.
- iii. If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).
- iv. The City of Conyers shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42. This documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract.

2. Small Purchases. The small purchase method involves procurement of Engineering and design related services where an adequate number of qualified sources are reviewed and the total contract costs do not exceed an established simplified acquisition threshold. The City of Conyers may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of

engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds. The following additional requirements shall apply to the small purchase procurement method:

- a. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
- b. A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.
- c. Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.
- d. The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

3. Noncompetitive. The noncompetitive method involves procurement of Engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

- a. The City of Conyers may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
- b. The City of Conyers shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.
- c. Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:
 - i. The service is available only from a single source;
 - ii. There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

- iii. After solicitation of a number of sources, competition is determined to be inadequate.
- d. Contract costs may be negotiated in accordance with the City of Conyers noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

4. Additional Procurement Requirements.

- a. Common Grant Rule. The City of Conyers must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36). When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the City of Conyers must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).
- b. Disadvantaged Business Enterprise (DBE) program. The City of Conyers shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved through either: (A) Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in § 172.7(a)(1)(iii)(D)); or (B) Establishment of a contract participation goal. The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).
- c. Suspension and Debarment. The City of Conyers must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

F. Types of Contracts

- 1. General authority. Subject to the limitations of this section, any type of contract which is appropriate to procurement and will promote the best interest of the City of Conyers and which has been approved by the City Manager or his/her designee may be used. Notwithstanding the prior statement, the use of a cost-plus-a-percentage-of-cost contract is expressly prohibited. A cost reimbursement contract may be used only when a determination is made in writing by the Chief Financial Officer that such type of contract is likely to be less costly to the City of Conyers than any other type of contract or that it is impractical to

obtain the supply, service, or construction service required except under such contract.

2. Multi-Term Contracts

- (a) Specified period. To the extent provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City of Conyers. The term of the contract and the condition of renewal or extension, if any, shall be included in the solicitation. Before such a contract is entered into funds must be available for the first term of the contract. Payment and performance obligations for succeeding contract term[s] shall be subject to the availability of funds thereafter. The above stated limitation shall be so stated as a term of the contract.
- (b) Determination prior to use. Prior to the utilization of a multi-term contract, it shall be determined in writing:
 - i. that cost projections and/or cost escalation clauses set forth in the contract for succeeding terms of the contract are reasonably firm; and
 - ii. that the contract will serve the best interest of the City of Conyers by encouraging effective competition and/or providing economical service to the City of Conyers.
- (c) Cancellation due to unavailability of funds in succeeding fiscal periods. When funds are not appropriated or otherwise not made available to fund a succeeding term of the contract, the contract shall not be renewed and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellations may be paid from any appropriations available for such purpose.

3. Multi-Source Contracting

- (a) General. A multiple source contract is a contract to provide an indefinite quantity for one or more similar supplies or services, said contract to be awarded to more than one bidder or offeror.
- (b) Determination required. The appropriate department director shall submit a written determination setting forth the reason for a multiple source award to the City Manager and the Chief Financial Officer. The written determination shall be made part of the procurement file.

- (c) Limitations on use. A multiple source award may be made when the award of a contract to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award may be made in accordance with the provisions of Section V.C.1. (Competitive Sealed Bidding), Section V.C.2. (Competitive Sealed Proposals), Section V.C.3. (Purchases), and Section VII. M. (Emergency Procurement), as applicable. Multiple source awards shall not be made when a single award will meet the City of Conyers' needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of the bids. Any such awards shall be limited to the least number of bidders or offerors necessary to meet valid requirements.
- (d) Contract and solicitation provisions. All city department users of the contract shall be named in the solicitation. The solicitation shall mandate that each offeror shall warrant that it can solely fulfill the requirements of each city user.
- (e) Intent to use. If a multiple source award is anticipated prior to issuing a solicitation, the City of Conyers shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

VI. Qualifications and Duties of Bidders and Offerors

- A. Determination of non-responsibility. If a bidder or offeror who otherwise may have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the appropriate department director. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the non-responsive bidder or offeror and to the City Manager and the Chief Financial Officer. The final determination shall be made part of the contract file and be made a public record.
- B. Cost of Pricing Data
 - 1. Required submissions relating to the award of contract. A prospective contractor shall submit cost or pricing data when the contract is expected to exceed one hundred thousand dollars (\$100,000) and is to

be awarded by competitive sealed bids or proposals, or by sole source procurement authority.

2. Exceptions. The submission of cost or pricing data is not required when:
 - (a) the contract price is based on an adequate price competition;
 - (b) the contract price is based on established catalog prices or market prices;
 - (c) the contract price is set by law or regulation; or
 - (d) it is determined in writing by the Chief Financial Officer that the requirements of Section VI.B.1. (Cost Pricing Data; Required Submission Relating to the Award of Contracts) may be waived, and the determination states the reason for such waiver.
3. Required submissions relating to change orders or contract modifications. A contractor shall submit cost prior to pricing any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost was required in connection with the initial pricing of the contract when the change or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed one hundred thousand dollars (\$100,000). Nothing herein will prevent the imposition of the above requirements for any change order or contract modification when so requested by the Chief Financial Officer regardless whether the projected increase or decrease exceeds one hundred thousand dollars (\$100,000).
4. Exceptions. Notwithstanding the above the submission of cost relating to the pricing of a change order or contract modification is not required when:
 - (a) unrelated and separately priced adjustments for which costs would not be required are consolidated for administrative convenience; or
 - (b) it is determined, in writing by the Chief Financial Officer that the requirements of this section may be waived, and the determination states the reason for such waiver.
5. Certification required. A contractor, actual or perspective, required to submit cost in accordance with this section, shall certify that, to the best of its knowledge and belief, the cost submitted was accurate, complete,

and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

6. Price adjustment provision required. Any contract change order, or contract modification for which the submission and certification of cost is required shall contain a contract term stating that the contract price submitted to the City of Conyers, including any sum of dollars, profit or fee contained therein, shall be adjusted if the contract price submitted was inflated because the contractor furnished cost was inaccurate, incomplete, or not current as of the date submitted.

VII. Contract Administration.

- A. Contract Administration System. A contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded and the terms and conditions of the contract shall be maintained by the Chief Financial Officer or his/her designee.
- B. Approval of Accounting System. Except with respect to fixed-price contracts, no contract type shall be used unless it has been determined in writing by the Chief Financial Officer that:
 1. the proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
 2. the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting principles.
- C. Right of Inspection. The City of Conyers, at reasonable times, may inspect the part of the plant, place of business, or worksite of a contractor or any subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the City of Conyers.
- D. Right to Audit Records
 1. Audit cost. The City of Conyers may, at reasonable times and places, audit the books and records of any contractor who has submitted price or costing data pursuant to Section VI.B. (Cost) to the extent that such books, documents, and records are pertinent to such cost. Any person who receives a contract, change order, or contract modification for which cost is required, shall maintain such books, documents, papers, and records that are pertinent to such cost for a period of three (3) years from the date of final payment under the contract.

2. Contract audit. The City of Conyers shall be entitled to audit the books and records of a contractor or any subcontractor of any negotiated contract or subcontract other than a fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract, and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.
- E. Reporting of Anticompetitive Practice. When, for any reason, collusion or any other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the State Attorney General and the Chief of Police of the City of Conyers and the Chief Financial Officer of the City of Conyers.
- F. City of Conyers Procurement Records
1. Contract file. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the City of Conyers in a contract file by the City Clerk.
 2. Retention of procurement records. All procurement records shall be retained and disposed of by the City of Conyers in accordance with records retention guidelines and schedules approved by the City Manager and the Conyers City Council.
- G. Maximum Practicable Competition. All contract and solicitation specifications shall be drafted so as to promote the purpose intended and to encourage competition in satisfying the City of Conyers' needs. Contract and solicitation specifications shall not be unduly restrictive. The policy enunciated in this section applies to all specifications including, but not limited to, those prepared for the City of Conyers by architects, engineers, designers, and draftsmen.
- H. Contract Clauses. All City of Conyers' public works contracts, public road construction, and contracts for supplies and services shall include contract terms necessary to define the responsibilities and rights of the parties to the contract. The appropriate department director, after consulting with the City of Conyers' Attorney, may provide contract terms for supply, services, or construction contracts, said contract terms addressing the following subjects when appropriate:
1. the unilateral right of the City of Conyers to order, in writing, changes in work within the scope of the contract;

2. the unilateral right of the City of Conyers to order, in writing, the temporary stopping of the work or the delaying of performance as long as said stop or delay does not alter the scope of the contract;
3. variations occurring between estimated quantities of work and actual quantities;
4. defective pricing;
5. liquidated damages;
6. specified excuses for delay or nonperformance;
7. termination of the contract for default;
8. termination of the contract in whole or in part for the convenience of the City of Conyers;
9. suspension of work on a construction project ordered by the City of Conyers; and
10. site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
 - (a) when the contract is negotiated;
 - (b) when the contractor provides the site or design; or
 - (c) when the parties have otherwise agreed with respect to the risk of differing site conditions.

I. Price adjustments

1. Adjustment in price resulting from the use of contract clauses set forth in subsection (a) of the section shall be computed in one or more of the following ways:
 - (a) by agreement on a fixed price adjustment before commencement of the affected work or as soon as practicable thereafter;
 - (b) by unit prices specified in the contract or subsequently agreed upon;

- (c) by costs analysis attributable to the events or situations with adjustment of profit or fee, as specified in the contract or subsequently agreed upon;
- (d) in such manner as the contracting parties may mutually agree; or
- (e) in the absence of agreement by the parties, by a unilateral determination by the City of Conyers of the costs attributed to the events or situation with adjustment of profit or fee as computed by the City of Conyers, as accounted for in accordance with reference to cost principles, said decision subject to appeals and remedy as set forth in Section VIII.

J. Standard Clauses and Their Identification. The Chief Financial Officer, after consulting with the City of Conyers Attorney, may establish standard clauses for use in City of Conyers' contracts. If the Chief Financial Officer establishes standard clauses addressing the subjects set forth in subsection (a) of this section, such clauses may be varied provided that the variations is supported by a written determination that states the circumstances justifying the variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

K. Brand Name or Equal Substitution

1. Use. Brand name or equal specification may be used when - a) the department director receives authorization from the City Manager and - b) the department director determines in writing that:
 - (a) no other design or performance specification or qualified product is available;
 - (b) time does not permit the preparation of a purchase description not including a brand name specification;
 - (c) the nature of the product or the nature of the City of Conyers' requirements makes use of brand name or equal specification suitable for the procurement; or
 - (d) use of a brand name or equal specification is in the City of Conyers' best interest.
2. Designation of several brand names. Brand name or equal specifications shall seek to designate three, or as many different brands as is practicable, "or equal" and shall further state that substantially equivalent products to those designated will be considered for award.

3. Required characteristics. Brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required unless the department director states in writing to the City Manager that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade.
4. Nonrestrictive use of brand name or equal specifications. Where a brand name or equal specification is used in a specification, the solicitation shall contain explanatory language that the use of brand name is for the purpose of describing the standard of quality, performance, and characteristics described and is not intended to limit or restrict competition.

L. Brand Name Specifications

1. Use. A brand name specification may be used only when the department director makes a written determination that only the identified brand name will satisfy the City of Conyers' needs and the determination is approved by the City Manager.
2. Competition. The department director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section VII. M. (Sole Source Procurement).

M. Sole Source Procurement

A contract may be awarded with the approval of the Chief Financial Officer and/or the City Manager without competition when the appropriate department director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction. The Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurement shall be maintained as a public record within the Department of Administration and shall list each contractor's name, the amount and type of each contract, and the identification number of each contract file.

N. Emergency Procurement

Notwithstanding any other provisions, the Department of Administration may make or authorize others to make emergency procurement of supplies, services, or construction service when there exists a threat to public health, welfare, or safety; provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. A written

determination of the basis for the emergency and for the selection of the particular contractor shall be included in the vendor file. As soon as practical, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract. The head of the department shall file an emergency procurement report, stating the circumstances which required the emergency purchase, to the City Manager and the Chief Financial Officer.

- O. Cost or Price Analysis. A cost or price analysis, as appropriate, shall be conducted prior to the award of a contract other than a contract awarded by Competitive Sealed Bidding. A written record of such cost analysis or price analysis shall be made part of the contract file.

VIII. Remedies

A. Authority to Debar or Suspend.

1. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Chief Financial Officer, after consulting with the City of Conyers' Attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years. After consultation with the City Attorney, the Chief Financial Officer is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three (3) months. The causes for debarment include:
 - (a) conviction of commission of a crime as an incident to obtaining or attempting to obtain a public or private contract or subcontract;
 - (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City of Conyers' contractor;
 - (c) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - (d) violation of contract provisions, as set forth below, of a character which is regarded by the Chief Financial Officer to be so serious as to justify debarment action:

- i. deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
 - (e) any other cause the Chief Financial Officer determines to be so serious and compelling as to affect responsibility as a City of Conyers' contractor, including debarment by another governmental entity for any cause listed in this policy; and
 - (f) for violations of the ethical standards set forth in the section entitled Ethics in Public Contracting.
2. Decision to Debar or Suspend. The Chief Financial Officer shall issue a written decision to debar or suspend. The decision shall state the reason for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.
 3. Notice of Decision. A copy of the decision required by Section VIII.A.2. (Decision to Debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person.
- B. Finality of Decision. A decision under Section VIII. A. 2. (Decision to Debar or Suspend) shall be final and conclusive, unless the debarred or suspended person within ten (10) days after the receipt of the decision files an appeal with the City Manager.
- E. Appeal to City Manager.
1. An appeal of the decision to debar or suspend may be appealed in writing within ten (10) days after receipt of such action to the City Manager. The appeal shall include a written statement setting forth the factual basis for the appeal. Notice of the appeal shall be delivered in writing to the City Manager or his/her designee by the appellant. The City Manager or his/her designee may require the submission of additional written evidence and/or hold a hearing on the matter. The City Manager or his/her designee shall use the terms, conditions and criteria included in this section of this ordinance in reaching its decision. The City Manager or his/her designee shall issue a written decision on the appeal within thirty (30) business days of the date of

delivery to him/her of the decision of the notice of appeal. All decisions by the City Manager or his/her designee shall be in writing and shall be served on the appellant personally or by registered or certified mail sent to the address on file with the Chief Financial Officer or to the person and address specified in the appeal.

2. The appeal process contained in this section shall be a condition precedent to an appellant seeking judicial review. Any person aggrieved by the decision of the City, after exhausting administrative remedies shall have the right to appeal de novo within thirty (30) days of the date of the service of the decision to the Superior Court of Rockdale County.

D. Bid Protests

1. Right to protests. An actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Manager. The protest shall be submitted within five (5) working days after such aggrieved person knows or should have known of the facts giving rise thereto. The appeal shall be in writing. The appeal shall include a written statement setting forth the factual basis for the appeal. Notice of the appeal shall be delivered in writing to the City Manager or his/her designee by the appellant. The City Manager or his/her designee may require the submission of additional written evidence and/or hold a hearing on the matter. The City Manager or his/her designee shall use the terms, conditions and criteria included in this ordinance and the criteria included in the invitation for bids in reaching its decision. The City Manager or his/her designee shall issue a written decision on the appeal within thirty (30) business days of the date of delivery to him/her of the decision of the notice of appeal. All decisions by the City Manager or his/her designee shall be in writing and shall be served on the appellant personally or by registered or certified mail sent to the address on file with the Chief Financial Officer or to the person and address specified in the appeal.
2. The appeal process contained in this section shall be a condition precedent to an appellant seeking judicial review. Any person aggrieved by the decision of the City, after exhausting administrative remedies shall have the right to appeal de novo within thirty (30) days of the date of the service of the decision to the Superior Court of Rockdale County.
3. Stay of procurement during protest. In the event of a timely protest under subsection (1) of this section, the Chief Financial Officer shall not proceed further with the solicitation or award of the contract until

all administrative or judicial remedies have been exhausted or until the City Manager makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the City of Conyers.

E. Contract Claims

1. Decision of the Chief Financial Officer. All claims by a contractor against the City of Conyers relating to a contract, except bid protests, shall be submitted in writing to the Chief Financial Officer. The contractor may request a conference with the Chief Financial Officer on the claim. Claims include, without limitations, disputes rising from a contract, and those based upon breach of contract, mistake, misrepresentation, or other causes for contract modification or rescission.
2. Notice to the contractor of the Chief Financial Officer's decision. The decision of the Chief Financial Officer shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reason for the decision reached, and shall inform the contractor of its appeal rights under this section.
3. Failure to render timely decision. If the Chief Financial Officer does not issue a written decision regarding any contract controversy within ten (10) days after written request for a final decision, or within such longer period as may be agreed upon by both parties, then the aggrieved party may proceed as if an adverse decision had been received.
4. Finality of the Chief Financial Officer's decision; contractor's right to appeal. The Chief Financial Officer's decision shall be final and conclusive unless, within thirty (30) calendar days from the receipt of decision, the contractor commences an action in a court of competent jurisdiction.

F. Remedies for Solicitation or Awards in Violation of Law

1. Prior to bid opening or closing date of receipt of proposals. If prior to the bid opening or the closing date for the receipt of proposals, the Chief Financial Officer or his/her designee, after consultation with the City of Conyers' Attorney, determines that a solicitation is in violation of federal, state, or municipal law, then the solicitation shall be cancelled or revised to comply with applicable law.
2. Prior to award. If, after bid opening or the closing date for receipt of proposals, the Chief Financial Officer or his/her designee, after consultation with the City of Conyers' Attorney, determines that a

solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award shall be cancelled.

3. After award. If, after an award, the Chief Financial Officer or his/her designee, after consulting with the City of Conyers' Attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:
 - (a) if the person awarded the contract has not acted fraudulently or in bad faith:
 - i. the contract may be ratified and affirmed, provided that it is determined that doing so is in the best interest of the City of Conyers; or
 - ii. the contract may be terminated and the person awarded the contract may be compensated for the actual costs reasonably incurred, plus a reasonable profit, prior to termination; or
 - (b) if the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable; if such action is in the best interest of the City of Conyers.

IX. Ethics in Public Contracting

- A. Criminal Penalties. To the extent that violations of the ethical standards of conduct set forth in this policy constitute violations of the State of Georgia Criminal Code they shall be punished as provided therein. Such penalties shall be in addition to the civil sanctions set forth herein. Criminal, civil, and administrative sanctions against employees and non-employees which are in existence on the effective date of this policy shall not be impaired.
- B. Employee Conflict of Interest
 1. It shall be unethical for any City of Conyers' employee to participate directly or indirectly in a procurement contract when the City of Conyers' employee knows that:
 - (a) the City of Conyers' employee or any member of the City of Conyers' employee's immediate family has a financial interest pertaining to the procurement contract; or
 - (b) any other person, business, or organization with the City of Conyers' employee's immediate family is negotiating or has an

agreement concerning prospective employment is involved in the procurement contract.

A City of Conyers' employee or any member of a City of Conyers' employee's immediate family who holds financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

2. Exceptions. Persons who are providing volunteer services to the City of Conyers shall not be construed to be employees affected by this section.

C. Gratuities and Kickbacks

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City of Conyers' employee or former City of Conyers' employees to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof.
2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contract or higher tier subcontractor or any person associated therein, as an inducement for the award of a subcontract or order.
3. Contract claims. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract or solicitation thereof.

- D. Prohibition Against Contingent Fees. It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a City of Conyers' contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide commercial selling agencies for the purpose of securing business.

E. Contemporaneous Employment Prohibited

1. It shall be unethical for any City of Conyers' employee who is participating directly or indirectly in the procurement process to become or to be, while such a City of Conyers' employee, the employee of any person contracting with the governmental body by whom the employee is employed.
2. Exceptions. Persons who are providing volunteer services to the City of Conyers shall not be construed to be employees affected by this section.

F. Waivers for Contemporaneous Employment Prohibition and Other Conflicts of Interests. The City Manager may grant a waiver from the employee conflict of interest provision in Section IX.B. (Employee Conflict of Interest) or the contemporaneous employment provision in Section IX. E. (Contemporaneous Employment Prohibited) upon making a written determination that:

1. the contemporaneous employment or conflict of interest has been publicly disclosed;
2. the City of Conyers' employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
3. the award will be in the best interest of the City of Conyers.

G. Use of Confidential Information. It shall be unethical for any employee of the City of Conyers, or former employee of the City of Conyers, to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

H. Sanctions

1. Employees. The City Manager may impose any one of the following sanctions on a City of Conyers' employee for violations of the ethical standards in this article:
 - (a) oral or written warnings or reprimands;
 - (b) suspension with or without pay for specified periods of time; or
 - (c) termination of employment.
2. Non-employees. The City of Conyers may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards:
 - (a) written warnings or reprimands;
 - (b) termination of contracts; or

- (c) debarment or suspension as provided in Section VIII.A. (Authority to Debar or Suspend).

I. Recovery of Value Transferred or Received in Breach of Ethical Standards

1. General provisions. The value of anything transferred or received in breach of the ethical standards of this policy by a City of Conyers' employee and non-employee,
2. Recovery of kickbacks by the City of Conyers. Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City of Conyers and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

J. Use of State and Federal Contracts. Nothing herein shall preclude the Chief Financial Officer from utilizing state or federal contracting services as provided by the general laws of the State of Georgia and the United States Government.

- I. The Chief Financial Officer shall be able to utilize cooperative purchasing contracts that have been conducted through a procurement process that meets or exceeds the procurement policy code for state and local governments.

ADMENDMENTS
CITY OF CONYERS PROCURMENT POLICY

Request for Mayor and Council to amend the City of Conyers Procurement Policy addressing the following items.

Add the following definition to the Procurement Policy.

Cooperative Purchasing. Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Amend page 37, Section J of the City of Conyers Procurement Policy.

Existing; Use of State and Federal Contracts.

Nothing herein shall preclude the Chief Financial Officer from utilizing state or federal contracting services as provided by the general laws of the state of Georgia and the United States Government.

Amendment; Use of State, Federal and Cooperative Purchasing Contracts.

Nothing herein shall preclude the Chief Financial Officer from utilizing state or federal contracting services as provided by the general laws of the state of Georgia and the United States Government.

Add; The Chief Financial Officer shall be able to utilize cooperative purchasing contracts that have been conducted through a procurement process that meets or exceeds the procurement policy code for state and local governments.

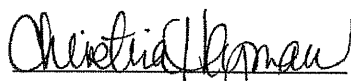
Amend Page 21, Section 1. Competitive Negotiation Qualifications-based Selection for Projects Using Federal Aid Highway Program (FAHP) Funding, E Qualification Based Selection, (a) Solicitation.

Add; Solicitation shall be posted to the Georgia Procurement Registry

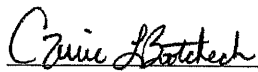
Adopted and approved by the City Council of Conyers, Georgia this 18th day of March, 2020.


G. Vincent Evans, Jr., Mayor

ATTEST:


Christina Heyman, City Clerk

Approved by:


Carrie L. Bootcheck, City Attorney

DOCUMENT 4 OF 7

FY2026 Technology budget and FY2027 Budget Ordinance No. 1475

City of Conyers Open Records Response CH-283-2026, Part 2
6 pages

10-10-030	Technology	FY:2025 Amended Budget	FY:2026 Operating Budget	% Change
50	Personal Benefits			
5000	Regular Salaries & Wages	\$ 324,000	\$ 354,210	9.3%
5001	Other Salaries & Wages	7,250	8,200	13.1%
5002	Overtime Salaries & Wages	6,000	7,500	25.0%
51				
5004	Group Health Insurance	60,000	50,000	-16.7%
5006	Group Life Insurance	1,000	1,075	7.5%
5007	Group Dental Insurance	1,400	1,460	4.3%
5008	Group Vision Insurance	300	300	0.0%
5009	FICA Expense	23,000	27,800	20.9%
5010	Municipal Retirement	55,000	59,000	7.3%
Total Personal Benefits		\$ 477,950	\$ 509,545	6.6%
52	Purchased/Contracted Services			
5018	Training & Travel Expenses	\$ 2,500	\$ 6,000	140.0%
5026	Contract Labor	20,000	55,000	175.0%
5032	Dues, Fees, & Memberships	81,340	44,350	-45.5%
5037	Maintenance/Repairs Office Equipment	176,400	185,000	4.9%
5038	Maintenance/Repairs Computer Equipment	20,000	25,000	25.0%
5042	Software & Licensing	530,000	706,250	33.3%
5043	Computer Equipment	120,000	120,000	0.0%
5045	Police Technology	427,584	492,401	15.2%
5046	Telephone	481,680	411,000	-14.7%
Total Purchased/Contracted Services		\$ 1,859,504	\$ 2,045,001	10.0%
53	Supplies			
5025	Office Supplies	\$ 3,000	\$ 3,500	16.7%
Total Supplies		\$ 3,000	\$ 3,500	16.7%
Total Technology		\$ 2,340,454	\$ 2,558,046	9.3%

ORDINANCE NO. 1475

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF CONYERS FOR FISCAL YEAR 2026-2027

WHEREAS, the City of Conyers (hereinafter "City") has a fiscal year that runs from July 1 to June 30, and

WHEREAS, in compliance with O.C.G.A. §36-81-5, City Charter §6-301 and City Code §§3-1-6 *et seq.*, the proposed annual budget has been transmitted by the City Manager to the City Council at least six weeks before the required date of adoption, has been made available to the public through the City's website, has been made available to the public for inspection at City Hall and in the City Clerk's Office, has been publicly advertised in the Rockdale Citizen in a prominently displayed advertisement, and a public hearing has been conducted.

NOW THEREFORE, BE IT ORDAINED that it is the intention of the City Council and it hereby is ordained by the authority of same:

1. That for the purposes of financing the conduct of affairs of the City of Conyers during the fiscal year beginning July 1, 2026 and ending June 30, 2027, the Budget of the City's revenues and expenses for such period (the details of which are attached as Exhibit A and are incorporated by reference as if fully set forth herein), is hereby adopted and approved as the official Annual Budget of the City of Conyers, Georgia for Fiscal Year 2026-2027.
2. That the budgeted revenues be as follows:

<u>GENERAL FUND</u>	
Ad Valorem Tax	\$ 17,000,000
GO Bond Tax	1,475,000
Motor Vehicle Tax	440,000
Intangible Tax	85,000
Franchise Tax	1,900,000
Street Lights Fee	200,000
Alcoholic Beverage Tax	650,000
Occupation Tax	600,000
Insurance Premium Tax	1,900,000
Financial Institution Tax	100,000

FIFA, Interest, Penalty	50,000
Licenses and Permits	542,000
Intergovernmental Revenue	1,641,000
Charges for Services	672,500
Fines & Forfeitures	1,535,250
Investment Revenue	500,000
Georgia International Horse Park Revenue	917,900
Recycling Revenue	330,000
Miscellaneous Revenue	691,750
TOTAL	\$ 31,230,400
<u>EMERGENCY TELEPHONE SYSTEM FUND</u>	
Operating Transfers-In	\$ 1,097,895
911 Wireless Revenue	400,000
TOTAL	\$ 1,497,895
<u>FORFEITED ASSETS FUND</u>	
DEA Equitable Sharing	\$ 84,000
Local Forfeited Assets	20,000
TOTAL	\$ 104,000
<u>HOTEL MOTEL FUND</u>	
Hotel-Motel Tax Revenues	\$ 1,650,000
Fund Balance	511,229
TOTAL	\$ 2,161,229
<u>DEBT SERVICE FUND</u>	
Operating Transfers in	\$ 954,188
TOTAL	\$ 954,188
<u>REDSPEED FUND</u>	
RedSpeed Revenues	\$ 203,000
TOTAL	\$ 203,000

<u>TAD BONDS FUND</u>	
TAD Bonds Revenues	\$ 1,050,000
TOTAL	\$ 1,050,000

3. That the expenditures set forth in the City's funds be as follows:

<u>GENERAL FUND</u>	
Mayor and Council	\$ 274,983
City Manager	1,533,146
Administration	1,721,059
Technology	2,741,515
Building Maintenance	673,646
Conyers Security Alert	697,779
Vehicle Maintenance	990,407
Police	11,891,284
Real-Time Crime Center	101,052
Court Services	1,270,167
Planning and City Services	1,330,235
Public Works	2,470,078
GIHP	2,135,793
Non-Departmental	3,399,256
TOTAL	\$ 31,230,400
<u>EMERGENCY TELEPHONE SYSTEM FUND</u>	
E – 911	\$ 1,497,895
TOTAL	\$ 1,497,895
<u>FORFEITED ASSETS FUND</u>	
Forfeited Assets	\$ 104,000
TOTAL	\$ 104,000

<u>HOTEL MOTEL FUND</u>	
Tourism & Public Relations	\$ 1,740,755
Big Haynes Creek Nature Center	420,474
TOTAL	\$ 2,161,229
<u>DEBT SERVICE FUND</u>	
GO Bond Principal	\$ 585,000
GO Bond Interest Expense	369,188
TOTAL	\$ 954,188
<u>REDSPEED FUND</u>	
RedSpeed Expenditures	\$ 203,000
TOTAL	\$ 203,000
<u>TAD BONDS FUND</u>	
TAD Bonds Expenditures	\$ 1,050,000
TOTAL	\$ 1,050,000

4. That the total amounts listed above, in detail as shown by the Annual Budget, be, and the same hereby are appropriated to such uses, and authority is hereby granted to the City Manager and/or their designee to approve the expenditure of the above amounts for the purposes indicated.
5. That the Chief Financial Officer hereby is authorized and directed to make the appropriated disbursements upon receipt of said approval by the City Manager and/or their designee.
6. That any amendment to the Annual Budget shall be effected as provided for by the Conyers City Code.
7. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

8. If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

9. The effective date of this Ordinance shall be July 1, 2026.

ADOPTED AND APPROVED by the City Council of the City of Conyers, this, the 17th day of June, 2026.



Connie Alsobrook, Mayor

Attest:



Nicole Holsomback, City Clerk

Approved as to form:



Carrie L. Bootcheck, City Attorney

DOCUMENT 5 OF 7

School Resource Officer Agreement with Rockdale County School District

City of Conyers Open Records Response CH-283-2026, Part 5
18 pages

School Resource Officers Program
Agreement between the City of Conyers and the Rockdale County
Board of Education through the Rockdale County School District
for the 2025-26, 2026-27, and 2027-28 School Years

**AGREEMENT FOR THE
SCHOOL RESOURCE OFFICER PROGRAM**

THIS Agreement ("Agreement"), made this _____ day of _____, 2025, by and between the CITY OF CONYERS, GEORGIA, which is a municipal corporation chartered and existing under the laws of the State of Georgia, acting by and through its Mayor and City Council ("City") and the ROCKDALE COUNTY SCHOOL DISTRICT, acting by and through the Rockdale County Board of Education (collectively, "School District");

WITNESSETH:

WHEREAS, the School District desires dedicated law enforcement services to be rendered by the City, namely, the providing of School Resource Officers ("SROs");

WHEREAS, it is in the best interest of the City, the School District, and the citizens of the City of Conyers, Georgia, to have dedicated law enforcement officers at Rockdale County High School and C.J. Hicks Elementary School (hereinafter collectively "City Schools");

WHEREAS, the City has agreed to provide such dedicated law enforcement services to the School District based on the terms and conditions provided hereinafter; and

NOW, THEREFORE, in consideration of the mutual promises and considerations herein contained, the City and School District hereby agree to operate the School Resource Officers Program ("SRO Program") for City Schools cooperatively as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE CITY

- 1.01 The City shall provide uniformed, certified law enforcement officers, who shall be assigned to City Schools in the capacity of an SRO. The selection and assignment of the individual law enforcement officers to serve as SROs will be at the discretion of the Chief of Police; however, the Chief of Police will work with the Superintendent of Rockdale County Public Schools ("Superintendent") to address any concerns related to the performance of any SRO assigned to City Schools. Both Parties acknowledge and understand that in the event of a law enforcement emergency, the SRO may be required to attend to such emergencies instead of his/her duties under this Agreement. The Chief of Police agrees to make a reasonable effort not to divert the assigned SRO from their assigned City School. Both Parties acknowledge and understand that each SRO is an employee of the City and shall not be considered to be an employee of the School District or the Rockdale County Board of Education. The SRO shall not be entitled to any benefits afforded employees of the Rockdale County Board of Education. The SRO is subject to the rules and regulations, policies and procedures, and training requirements of the City and Chief of Police, and the Parties acknowledge that the SRO will comply with the policies of the Rockdale County Board of Education while on premises owned or used by the Board of Education, including but not limited to, the possession of controlled substances, alcohol, tobacco, and unlawful discrimination and sexual harassment.

- 1.02 The Chief of Police shall ensure the exercise of any law enforcement powers by the SRO is in compliance with the authority granted by law to sworn police officers. Each Party shall be responsible for the acts and liability of their respective employees and/or agents to the extent imposed by law.

SECTION 2. PURPOSE OF THE SCHOOL RESOURCE OFFICER PROGRAM

- 2.01 The purpose of the SRO Program is to assign a uniformed, certified law enforcement officer(s) at the City Schools who work in full cooperation with the school's administrators, students, staff, parents, and community members to:
- A. Provide for the safety and security of the students as the highest priority,
 - B. Provide a quick and immediate response to any threat, attack, or violence,
 - C. Enforce laws, help prevent crime and violence, and enhance the overall safety of the campus of their assigned City School,
 - D. Provide law enforcement-related education to students as ad-hoc members of the staff when such activities would not interfere with safety and security,
 - E. Foster positive attitudes regarding law enforcement's role in society by being a positive role model, providing law enforcement-related counseling and mentoring; and,
 - F. Establish a liaison with school personnel in a cooperative effort to maintain a safe and secure environment that will be conducive to learning.

SECTION 3. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

- 3.01 The Superintendent of Rockdale County Public Schools, or designee, and the Chief of Police, or designee, shall work to coordinate the activities of, and otherwise communicate with, the SROs on behalf of the School District and the Conyers Police Department.
- 3.02 The *Addendum 1* is incorporated by reference as if stated herein.
- 3.03 The Superintendent (or designee) will issue proximity access cards for City Schools to the SROs assigned to the City Schools, the supervising Sergeant of the SROs, Lieutenant, Captain, Assistant Chief of Police, and Chief of Police. The Parties acknowledge that employees of the Conyers Police Department will only use the proximity access cards to fulfill the terms of this Agreement or during a health or safety emergency, intruder, or active killer/attacker scenario or any other emergency where the safety of students, staff, or others may be at risk. The proximity access cards will provide the employees of the City of Conyers with access to exterior and interior doors that are on the proximity access card system. Notwithstanding the above, the Parties agree and acknowledge that should a health and safety emergency occur, individuals or entities not listed above, may receive a proximity access card to address the health and safety emergency.
- 3.04 The Parties agree that they will collaborate to implement a mobile panic alert system capable of connecting disparate emergency services technologies to ensure real-time coordination between the Parties. The mobile panic alert system will integrate with the

technology used at each local public safety answering point, including, but not limited to, Next Generation 9-1-1, as defined by Code Section 38-3-181, to transmit 9-1-1 calls and mobile activations; and integrate with School District mapping data.

- 3.04 The Parties agree that, for the term of this Agreement, the City shall provide a total of two (2) SRO officers to Rockdale County High School and one (1) SRO to C.J. Hicks Elementary School. SRO staffing levels may temporarily deviate based on then-current staffing levels at the Conyers Police Department.

The City will initially pay the SRO's salary. For the first SRO assigned to Rockdale County High School, the School District agrees to reimburse the City for the salary and benefits for 190 working days each year, which equates to seventy-three percent (73%) of the SRO's compensation. For the second SRO assigned to Rockdale County High School, the School District agrees to reimburse the City for the salary and benefits for 190 working days each year, which equates to seventy-three percent (73%) of the SRO's compensation. For the SRO assigned to C.J. Hicks Elementary, the School District agrees to reimburse the City for the salary and benefits for 190 working days each year, which equates to seventy-three percent (73%) of the SRO's compensation. The City shall ensure that SRO staffing levels at Rockdale County High School and C.J. Hicks Elementary remain at a sufficient level to perform the services under this Agreement. For the purposes of this Agreement, the phrase "sufficient level" shall mean an SRO reports daily to their assigned City School, and they perform the services under this Agreement. The City acknowledges and agrees that if an SRO does not report to an assigned City School for 5 or more days, the School District shall receive a \$306.00 per day credit for the understaffed SRO position.

The School District acknowledges that the annual salary of an individual SRO may change based on the specific officer selected and changes in City provided raises and fringe benefits. By June 1st of each year, the City will provide the School District with an itemized breakdown of its total financial obligation for an assigned SRO(s) for the previous school year. The Parties acknowledge that the School District shall only pay for SRO services rendered, and it shall not have an obligation to remit payment to the City for SRO services if an SRO did not perform services under this Agreement. The School District shall remit undisputed payment to the City within thirty (30) calendar days of their receipt of its total financial obligation under this Agreement.

- 3.06 The Chief of Police and School District will provide professional development and training to support the SRO Program.
- 3.07 The School District will provide and maintain the following for each SRO through the duration of this Agreement: office space, furniture, a computer, and access to one of the school's telephones on its existing lines. In addition, the School District will maintain the City purchased biometric vault in the City Schools for the storage of police emergency response equipment and weapons.

SECTION 4. SCHOOL RESOURCE OFFICER PROGRAM

4.01 The *Addendum 2* is incorporated by reference as if stated herein.

SECTION 5. INDEMNIFICATION AND INSURANCE

- 5.01 Each Party shall be responsible for the acts and liability of their respective employees and/or agents to the extent imposed by law arising from the operation and implementation of the SRO Program.
- 5.02 During the term of this Agreement and any renewal thereof, the City and School District shall purchase and maintain errors and omissions and general liability insurance or equivalent self-insured funds at a minimum of \$1,000,000 per policy or fund covering their respective officers and employees, as additional insureds for all acts, omissions, and services performed by their respective employees as described in this Agreement, including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services.
- 5.03 Nothing in this Agreement shall be construed as a waiver of right, privilege, immunity, or defense, which may exist by constitution, statute, or common law with regard to any claim, action, or cause of action by or on behalf of any third party. Both Parties reserve the right to assert the respective rights, privileges, immunities, and defenses which may exist by constitution, statute, and common law with regard to any claim, action, or cause of action by or on behalf of any third party.

SECTION 6. NO THIRD PARTY BENEFICIARY

- 6.01 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the City and the School District.

SECTION 7. TERM OF AGREEMENT OF UNDERSTANDING

- 7.01 Unless terminated earlier as provided in Section 8, this Agreement shall be for a 3-year period with a retroactive start date beginning on July 1, 2025 and ending on June 30, 2028, with the option to renew the Agreement, subject to the availability of necessary funding, for a successive three-year term. Section 3.03, salaries of law enforcement officers will be adjusted annually, if funds are available and allocated, based on cost-of-living and other salary increases and increases in benefits expenditures incurred.

SECTION 8. TERMINATION

- 8.01 This Agreement shall be deemed to obligate the School District only for those sums payable in the individual fiscal year (July 1 through June 30) renewal term.

- 8.02 This Agreement shall terminate absolutely and without further obligation on the part of both Parties at the close of the fiscal year in which it is executed and at the close of each succeeding fiscal year for which it may be renewed.
- 8.03 This Agreement shall automatically renew for each of the three years of the Term listed in Section 7 unless positive action is taken by the either Party to terminate such contract by providing written notification to the other Party at least ninety (90) days prior to the end of each fiscal year of the Term.
- 8.04 The total financial obligation of the School District that will be incurred for the 2025 fiscal year shall not exceed \$ **251,578.62**.
(a) The total financial obligation of the School District that will be incurred for the 2026 fiscal year, if renewed, shall not exceed \$ **276,637.55**.
(b) The total financial obligation of the School District that will be incurred for the 2027 fiscal year, if renewed, shall not exceed \$ **307,888.69**.

SECTION 9. INVALID PROVISION

- 9.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed. Should the severance of any part of this Agreement materially affect any other rights or obligations of the Parties hereunder, the Parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the Parties.
- 9.02 Failing to agree on such amendment, either Party may, by notice in writing, terminate this Agreement forthwith, subject to the provisions of this Agreement relating to termination.

SECTION 10. COMPLETE AGREEMENT

- 10.01 This Agreement, Addendum 1 and Addendum 2 are the complete Agreement of the Parties. They may be amended or modified only in writing. They supersede, cancel, and terminate any and all prior MOUs, Agreements, or understandings of the Parties, whether written or oral, concerning the subject matter hereof.

SECTION 11. RELATIONSHIP AMONG PARTIES

- 11.01 This Agreement creates no relationship of joint venture, partnership, limited partnership, agency or employer-employee between the Parties, and the Parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither Party has any right nor authority to assume or to create any obligation or responsibility on behalf of the other Party except from time to time be provided by written instrument signed by both Parties.

SECTION 12. NOTICE

12.01 Each Party giving any Notice ("Notice") under this Agreement must give written Notice using one of the following methods of delivery:

- Personal Delivery
- Registered or Certified Mail (in each case, return receipt requested and postage prepaid);
- Email; or
- Nationally recognized overnight courier (with all fees prepaid).

12.02 Any Party giving a Notice shall address the Notice to the appropriate person at the address designated below:

Rockdale County Public School District:
Shirley E. Chesser, Superintendent
960 Pine Street NE
Conyers, Georgia 30012
Email address: schesser@rockdale.k12.ga.us

With Copy to:
Santana T. Flanigan, General Counsel
960 Pine Street NE
Conyers, Georgia 30012
Email: SFlanigan@rockdale.k12.ga.us

City of Conyers:
Attn: Kameron Kelley, City Manager
901 O'Kelly Street
Conyers, GA 30012
Email: Kameron.Kelley@conyersga.gov

With Copy to:
Carrie Bootcheck, City Attorney
901 O'Kelly Street
Conyers, GA 30012
Email: Carrie.Bootcheck@conyersga.gov

And with a Copy to:
R. Scott Freeman, Ph.D., Chief of Police
1194 Scott Street
Conyers, GA 30012
Email: Scott.Freeman@conyersga.gov

SECTION 13. APPLICABLE LAW.

- 13.01 This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. In the event of any dispute between the Parties arising out of or in connection with the Agreement, the Parties agree that the sole proper venue for any cause of action shall be in the state courts of Rockdale County, Georgia, and the Parties agree to subject themselves to the personal jurisdiction of the state courts of Rockdale County, Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

Signatures:

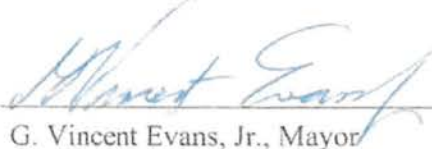
Rockdale County School District

City of Conyers



Sandra Jackson-Lett, Board Chair
960 Pine Street
Conyers, Georgia 30012

Date 12/18/2025



G. Vincent Evans, Jr., Mayor
901 O'Kelly Street
Conyers, Georgia 30012

Date 12/17/25

Attest: 
Nicole Holsomback, City Clerk

Approved as to Form:



Carrie Bootcheck, City Attorney



Shirley E. Chesser, Superintendent
960 Pine Street
Conyers, Georgia 30012

Date 12/18/25

Addendum 2

ROCKDALE COUNTY PUBLIC SCHOOLS

SCHOOL RESOURCE OFFICER PROGRAM

I. SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer (SRO) Program is a service of the Conyers Police Department to Rockdale County Public School District. This program will support the City of Conyers' commitment to service, as it works to improve the quality of life in the City of Conyers and more specifically, the safety and security in the school system.

A. Duties and Responsibilities

SRO Commander and School System Liaison:

1. To direct and coordinate the implementation of the SRO Program.
2. To coordinate training for the SRO.
3. To assist in evaluating the SRO Program, including, but not limited to, school visitations.
4. To work closely with school-based administrators and SRO to help design law enforcement-related responses to address specific law enforcement-related issues.
5. At the start of every school year, to coordinate a meeting between the appropriate school's staff/administration, the SRO, and the SRO supervisor to ensure that the role and duties of the SRO and the school staff are clearly defined and understood.

School Resource Officer

1. To provide for the safety and security of the students as the highest priority.
2. To provide a quick and immediate response to any threat, attack, or violence.
3. To provide law enforcement-related education to students, as ad-hoc members of the staff, when such activities would not interfere with safety and security.

4. To foster positive attitudes regarding law enforcement's role in society by being a positive role model, providing law enforcement-related counseling, and mentoring (within School District and Conyers Police Department rules).
5. To establish professional relationships with school administrators, faculty, students, and the community.
6. To establish and maintain communication with school security personnel and other SROs assigned to other campuses in the Rockdale County Public School District.
7. To provide law enforcement information to school-based staff members (i.e. pupil personnel workers, counselors, school nurses, psychologists, etc.) to help meet the needs of students.
8. To act as a resource to the Principal during school emergencies.
9. To develop educational programs to help reduce crimes against persons and property in the schools and in the community.
10. To participate in Parent-Teacher Association meetings, extracurricular activities, and athletic events as requested and not prohibited by jurisdictional limitations.
11. To enforce laws, to conduct criminal investigations, to help prevent crime and violence, and to enhance overall safety on school grounds.
12. To comply with Rockdale County Board of Education policies while on premises owned or rented by the School District and School District-owned vehicles, including, but not limited to, the possession or use of controlled substances, alcohol, tobacco, unlawful discrimination, and sexual harassment.
13. **The SRO will not, under any circumstance, function as a school disciplinarian.** The SRO is not to be involved in the investigation or the enforcement of disciplinary infractions that do not constitute violations of the law. Disciplining students is a school responsibility, and the Principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated the student code of conduct and the appropriate administrative action to take. However, this shall not prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred.
14. SRO shall be encouraged to participate on the District's School Safety Committee.

15. SRO shall provide the School District with an online access portal to immediately access the City's RMS data relating to any official encounter with a school age youth enrolled or potentially enrolled in the School District by virtue of the youth's primary address in which the interaction is directly related to a credible report or other credible information that the youth has threatened the death of, or serious injury to, one or more individuals who are or will likely be at or within a school in the School District.

B. Personnel Assignment

The SRO will be assigned to and supervised by the Uniform Division Commander within the City's police department as determined by the Chief of Police.

1. If the Principal of the school, to which the SRO is assigned, determines the assigned SRO is not effectively performing his/her duties and responsibilities, the Principal will state in writing the reasons to the Superintendent. The Superintendent or designee, within 30 days after receiving the recommendation from the Principal, will inform the Chief of Police or designee of the Principal's concerns. The Superintendent and the Chief of Police, or their designees, will meet with the SRO and the Principal to mediate or resolve any problems of the school to which the SRO is assigned. If, within a reasonable amount of time after the commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Parties, the SRO may be reassigned from the program and a replacement will be obtained.
2. The Chief of Police, in his/her sole discretion, may dismiss, suspend or reassign an SRO based upon the policies, rules and regulations, and needs of the Conyers Police Department.
3. In the event of the SRO's resignation, dismissal, or reassignment, the Chief of Police will select a replacement using the process outlined above, within a reasonable amount of time after receiving notice of such absence, dismissal, resignation, or reassignment.
4. The SRO will primarily work a Monday through Friday schedule. Any absences (i.e., sick, court, annual leave, etc.) from the school will require the SRO to notify both his/her respective police supervisor and the Principal, or his/her designee, of the absence.
5. If the SRO is absent from his/her school due to personal illness, vacation, meetings, or other law enforcement reasons, the City is not obligated to provide a substitute officer. Provided however, if the SRO(s) will be absent from his/her school for more than one day, the City will notify the school and will make a reasonable effort to supply increased directed patrols at the school, as resources are available, during the absence.

6. The SRO's schedule should closely follow the school schedule. The SRO will report directly to the assigned school at predetermined times. The SRO's primary leave days are Saturday and Sunday. The SRO, SRO Supervisor, and school administrators will collaboratively determine arrival and dismissal time for SROs. On certain occasions, the work schedule will fluctuate to permit the SRO to work extracurricular student events (ball games, dances, etc.). The SRO shall work these extracurricular student events as an off-duty subcontractor in accordance with the CPD regulations for such off-duty assignments, including, but not limited to, CPD Policy Number 2-11. The SRO shall be paid by the School District as a casual laborer for performance of work associated with extracurricular student events. The SRO's rate of pay for extracurricular student events shall be mutually agreed upon by the Parties in writing, and said rate of pay will be good for each fiscal year this contract is in effect; provided however, the Parties may renegotiate the rate of pay each fiscal year prior to Rockdale County Public Schools setting its budget for the next fiscal year. When working extracurricular events, the SRO(s) shall not be considered to be an employee of Rockdale County Public Schools.
7. Each SRO shall report to duty in full uniform of the day. An inspection of the SRO's uniform, equipment, and vehicle will be conducted regularly by his/her supervisor.
8. The Superintendent or his designee and the Principal of the secondary schools shall evaluate annually the SRO Program and the performance of each SRO on forms developed jointly by the Parties. This evaluation of each officer by school personnel is advisory only. The Chief of Police retains the final authority to evaluate the performance of the SROs.

C. Scope of Accountability of the SRO

1. The SRO is, first, a police officer with the City of Conyers Police Department under the command and control of the Chief of Police. The SRO's primary duty is enforcement of the law. The SRO shall be subject to the rules and regulations, policies and procedures, and training requirements of the City's Police Department ("CPD Rules"). Secondly, the SRO shall adhere to the Rockdale County Public Schools' rules and regulations ("RCPS Rules") while on the school campus, unless the RCPS Rules and regulations conflict with the CPD rules, in which case the CPD rules shall govern. If it becomes necessary to conduct a criminal investigation, the SRO shall follow the policies and procedures of the police department and Georgia and federal law in conducting custodial police interviews or searches of students.
2. Each SRO shall be familiar with the Rockdale County Public Schools Student Handbook Code of Conduct and adhere to the Principal's scope of authority in the school, which does not supersede the SRO's law enforcement duties.
3. The SRO shall work with the Principal and school personnel in his/her assigned school as an ad-hoc staff member in accordance with the requirements previously detailed in this Agreement.
 - A. Each school's Principal shall have full responsibility for the enforcement of school discipline and school rules and regulations that are not matters of criminal law.
 - B. The SRO shall be in full and complete charge during all criminal and public safety related matters, and no school official will interfere with the official duties of the SRO while he or she is conducting a criminal investigation or addressing a public safety emergency.
 - C. The SRO shall serve as an educational resource in cooperation with school personnel.
 - D. If the SRO is unavailable, school personnel should call 9-1-1 for assistance in emergencies.
 - E. The SRO shall inform the Principal in case of absence (i.e. illness, vacation, training, meetings, court, etc.).

D. Reporting Responsibilities of the SRO

1. The SRO shall notify the Principal or his/her designee of any incident that affects or has any potential impact regarding school safety.

2. The SRO shall complete all reports (incident, arrest, investigative, etc.) in accordance with the policies and procedures of the Conyers Police Department.
3. The SRO shall notify the Principal or his/her designee of any arrest that the SRO makes on school property.
4. The SRO will forward copies, when permitted under Georgia law, of all investigative reports, arrest reports, and juvenile referrals to the Coordinator of School Safety and the SRO Supervisor in a timely manner.
5. The SRO should maintain a daily record of his/her activities including programs conducted, classes taught, and counseling contacts made with students or staff during the workday. These daily reports will be kept current and used to complete the SRO Monthly Activity Report. Monthly reports will be sent to the Coordinator of School Safety and the SRO Supervisor at the conclusion of each month. The Conyers Police Department will create a separate online portal for the School District to submit a report through the Desk Officer Reporting Systems (DORS) portal for items reported as "Lost" or "Misplaced."

II. GUIDELINES FOR THE SRO PROGRAM

A. Directory Information

The School District may disclose directory information to Law Enforcement Officials and the SRO as authorized by the Family Educational Rights and Privacy Act (FERPA). For the purposes of this Section, "directory information" is defined in Rockdale County Board of Education Policy JR (Student Records) and Rockdale County Board of Education Regulation JR-R (Student Records).

B. Confidential School Records and Exceptions for Disclosure to Law Enforcement

The Parties acknowledge the critical role of the SRO and "off-duty" officers who provide law enforcement duties for the School District, and the Parties acknowledge and agree that an SRO performing law enforcement duties under this Agreement has a legitimate educational interest in reviewing educational records, and is designated a "school official" as defined by FERPA. The Parties acknowledge and agree that a principal (or designee) may share Personally Identifiable Information (PII) from educational records with an SRO, without prior consent, for the purpose of ensuring school safety or to secure the physical safety of students, staff, or the school campus. However, such information can only be used for the specific purpose of the disclosure and is subject to redisclosure restrictions under 34 C.F.R. § 99.33(a), which prohibits redisclosure without prior consent. The City acknowledges that when an SRO is serving as a school official for the purposes of FERPA, the School District will have direct control over an SRO's maintenance and use of any student education record, data, or PII that is disclosed.

For the purpose of this Section, the Parties acknowledge and agree that an SRO may not disclose PII to external parties, which include law enforcement officers, that are not designated "school officials," unless such disclosure is authorized by applicable law.

The use of confidential education records by the SRO shall be prohibited except as authorized by law. When obtained, school records of a child and his family, which include personal histories, clinical evaluations, agency reports, and other relevant private details, fall into the same category of privacy as do Juvenile Court Records and should be restricted to persons authorized by law.

Exceptions for Disclosure of Information to Law Enforcement Officials:

1. **Health and Safety Emergencies:** In accordance with 34 C.F.R. § 99.36, the School District may disclose personally identifiable information from a student's education record, including video surveillance footage related to the student or students listed in the education record, to law enforcement officials when such disclosure is in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. Such disclosures may occur without prior consent when knowledge of the information is in connection with a health and safety emergency, and it is deemed necessary to prevent or address an articulable and significant threat.
2. **Health and Safety Emergency Defined:** For the purposes of Section 1 of Exceptions for Disclosure of Information to Law Enforcement Officials, a Health and/or Safety Emergency is defined as a situation that poses an imminent threat to the life, safety, health, or property of the City Schools, its students, its staff, and other occupants of the City Schools. Such imminent threat shall, include, but not be limited to: active killer, hostage-taking, bomb threat, suspicious device/package, fire, terrorist threat or attack, threatened or actual use or possession of a firearm(s) or other potentially deadly or seriously injurious weapons, and health-related emergencies.
3. **Articulable and Significant Threat Defined:** For the purposes of Section 1 of Exceptions for Disclosure of Information to Law Enforcement Officials, the phrase "articulable and significant threat" means that a school official is able to explain, based on all the information available at the time, what the threat is and why it is significant when he or she makes and records the disclosure.
4. **Disciplinary Actions Involving Safety Risks:** The School District may include in a student's educational records information regarding disciplinary action taken against that student for conduct that posed a significant risk to the safety or well-being of the student, other students, school personnel, or the school community. Such information may be disclosed to the SROs and other

law enforcement officials when the School District determines the law enforcement officials have a legitimate interest in the matter.

5. **Video Surveillance Footage – Emergency Disclosures:** To the extent video surveillance footage maintained by the School District constitutes an education record, such footage may be disclosed to SROs or other law enforcement officials when:
 - o It is necessary to investigate or respond to an articulable and significant threat to the safety of students, staff, or the school community; or
 - o The disclosure is otherwise permitted under FERPA’s health or safety emergency exception.
6. **Video Surveillance Footage – Non-Education Record Disclosures:** Video surveillance footage that does not meet the definition of an education record under FERPA—such as footage in which no student is personally identifiable—may be released to SROs or other law enforcement officials by the School District without restriction under FERPA. The School District retains discretion to release such footage for purposes including, but not limited to:
 - o Supporting law enforcement investigations;
 - o Documenting criminal activity on school property; and
 - o Responding to security or property concerns.
7. **Determination of Threat:** In making determinations regarding disclosure under this Section, the School District shall consider the totality of the circumstances. If the School District reasonably determines, based on the information available at the time, that there exists a rational basis for concluding that an articulable and significant threat to health or safety exists, then disclosure to law enforcement officials shall be permitted.
8. **Documentation of Disclosures:** The School District will document in the student’s education record each disclosure made under this Section, consistent with FERPA requirements, including the articulable and significant threat that formed the basis for disclosure and the parties to whom the information was disclosed.

C. Professional Development and Training

1. The Chief of Police, the school system and staff shall work collaboratively to provide necessary ongoing training for all school resource officers. Included in this training should be a working knowledge of policies, procedures, and programs in the school that will help to make the SRO’s job more effective, thereby enhancing public and school safety.

2. Each SRO shall complete the 40-hour training program provided by the National Association of School Resource Officers or other similarly approved/recognized Georgia Peace Officer Standards and Training (POST) SRO course. The Conyers Police Department will provide all required on-going SRO training.
3. The School District will work with the SRO and the Conyers Police Department to provide access to the school for "Active Killer/Active Threats" training and/or any other training deemed necessary for the safe and effective response of police, fire, and EMS personnel to the school. The Parties agree that such activity will occur at least once per calendar year.

DOCUMENT 6 OF 7

Flock Amendment Order Form, Master Services Agreement, Safe City Addendum, and Statements of Work (Sept. 30, 2025)

City of Conyers Open Records Response CH-277-2026

41 pages

Flock Safety + GA - Conyers PD

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

MAIN CONTACT:
Steve Hampton
steve.hampton@flocksafety.com
[REDACTED]

flock safety



AMENDMENT ORDER FORM

This amendment order form ("Amendment **Order Form**") hereby incorporates and includes the terms of the agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer: GA - Conyers PD	Initial Term: 120 Months
Legal Entity Name: GA - Conyers PD	Renewal Term: 24 Months
Accounts Payable Email:	Payment Terms: Net 30
Address: 1194 Scott St Se Conyers, Georgia 30012	Billing Frequency: Annual
	Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			
Flock Safety – Safe City			
Flock Safety - Safe City	Included	1	Included
Flock Safety Flock OS			
FlockOS Premium Solution	Included	1	Included
FlockOS Premium	Included	1	Included
Flock911	Included	1	Included
Enhanced LPR Upgrade	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	52	Included
Flock Safety Drone Hardware and Services			
Flock Aerodome DFR - M4TD + Dock 3	Included	3	Included
Flock Aerodome DFR - Radar	Included	1	Included
Flock911 for Aerodome	Included	3	Included
Flock Safety Video Products			
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	35	Included
Community Partnership Video Camera	Included	10	Included
Video Integration Gateway 2.0 - 16 Streams, fka Wing	Included	10	Included
Solar Video Camera PTZ, fka Condor	Included	35	Included
Flock Safety Audio Products			
Flock Safety Gunshot Detection - Imi, fka Raven	Included	1	Included
Flock Safety Platform Add Ons			
Flock Safety - FlockOS® - Freeform Add-On	Included	1	Included

Flock FreeForm™ - Included Integrated Video Streams	Included	10	Included
Traffic Analytics Package	Included	1	Included
Flock Nova - OSINT Data	Included	1	Included
Flock Nova - Customer Data	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	52	\$0.00
Video Camera Professional Services - Standard Implementation Fee	\$0.00	35	\$0.00
Video Camera Professional Services - Standard Implementation Fee	\$0.00	10	\$0.00
Professional Services - Video Integration Gateway Implementation Fee	\$0.00	10	\$0.00
Professional Services - Flock911 Implementation Fee	\$0.00	1	\$0.00
Video Camera Professional Services - Standard Implementation Fee	\$0.00	35	\$0.00
Subtotal Year 1:			\$296,403.00
Estimated Tax:			\$0.00
Contract Total:			\$6,857,386.00

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

The Term shall commence upon execution of the agreement.

Special Terms:

• DEPLOYMENT PLAN ADJUSTMENTS AND HARDWARE REALLOCATION. Customer shall have the right to right-size and make adjustments to its Deployment Plan and reallocate allocated funds toward other Flock hardware on a dollar-for-dollar basis. Flock agrees to waive all installation fees associated with such reallocations. This option may be exercised a maximum of two (2) times over the ten (10)-year term of this Agreement—specifically, at the end of Year 3 and at the end of Year 6 of the Initial Term. Any such adjustments and reallocations must be mutually agreed upon in writing by both Customer and Flock.

The estimated credit shall be \$64,121.50 based on an 09/29/2025 contract execution date. Any estimates provided on credits are subject to change based on execution of new contract.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	\$296,403.00
At Contract Signing	
Year 2	\$447,758.00
Year 3	\$499,297.00
Year 4	\$667,169.00
Year 5	\$748,577.00
Year 6	\$783,449.00
Year 7	\$814,248.00
Year 8	\$842,027.00
Year 9	\$867,458.00
Year 10	\$891,000.00
Contract Total	\$6,857,386.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Multi Year Discount	\$2,052,614.00
Flock Safety Platform	\$350,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$99,800.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Flock Safety Gunshot Detection - lmi, fka Raven	Gunshot detection - 1 square mile of coverage. Number of units deployed depends on geography and density of area. Gunshot detection is license by coverage area, not number of units.
FlockOS Premium Solution	FlockOS Premium Solution
Traffic Analytics Package	Software platform to understand vehicle and traffic counts leveraging one of the nations largest roadway sensor network
Enhanced LPR Upgrade	The Enhanced LPR Package is a software add-on for any of the FlockOS™ tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.
Flock Nova - OSINT Data	Flock Nova data integration and intelligence platform subscription. Includes access to open source intelligence (OSINT) and shared inter-agency data.
Flock Nova - Customer Data	Flock Nova data integration and intelligence platform subscription, enabling data centralization from agency computer-aided dispatch (CAD), record management system (RMS), digital evidence management system (DEMS), and shared inter-agency networks.
Flock Aerodome DFR - Radar	Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation.
Flock Safety - Safe City	Flock Safety - Safe City
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Community Partnership Video Camera	Designed to enhance community safety, the Flock Community Partnership Camera is a solar-powered video camera, cellular-enabled solution provided to businesses. With an LED deterrent light, it deters crime while reinforcing collaboration between businesses and law enforcement
Video Integration Gateway 2.0 - 16 Streams, fka Wing	Video Integration Gateway 2.0 box with 16TB data and 8 channel AI capability, 30 days of storage
FlockOS Premium	FlockOS Premium provides agencies with the tools, training, and regional support needed to establish and operate a full-scale, future-ready crime operations center. It includes all features of FlockOS Plus while streamlining RTCC implementation and coordination without added complexity.
Flock911	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Video Integration Gateway Implementation Fee	
Flock Safety - FlockOS® - Freeform Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Professional Services - Flock911 Implementation Fee	One-time Professional Services engagement to set up Flock911.
Flock FreeForm™ - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.
Solar Video Camera PTZ, fka Condor	Solar-powered PTZ camera with dual lenses.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Aerodome DFR - M4TD + Dock 3	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes M4D series drone, camera, batteries, and contact-charging Dock 3. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.

FlockOS Features & Description

FlockOS Features	Description
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOSTM to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organizations network.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time Alerting on Flock Hardware	Receive LPR, video, and audio alerts on a single interface, providing real-time event details, locations, and nearby cameras.
Real-Time Traffic Layer	Overlay live traffic data onto your agency's operational map, integrating it with CAD calls, body camera locations, and police vehicle positions.
Camera Direction Indicator Tool	The Camera Direction Indicator in FlockOS visually displays the viewing angles of live video and/or LPR cameras on the Flock Map.
Map Attachments	Easily managed through the Flock Admin portal, Map Attachments enables agencies to store and access key operational data for dispatchers, patrol officers, and command staff.
Custom Map Layers	Powered by ESRI, the FlockOS Map supports 3D visualizations, floor plans, GIS data layering, and allows users to upload custom map layers for a tailored mapping experience
Real-Time Routing	Promote safety by anticipating a defined area where a vehicle could be located that alerts on an LPR camera through advanced analytics.
Recent LPR Images	View recent snapshots from nearby LPRs in a map-based modal to help operators visually scan for vehicles matching a description and identify plates in real time.
Flock Aerodome Drone Location & Live Viewing	FlockOS integrates Aerodrome drones to stream live video and GPS data directly into the platform, providing real-time aerial visibility for law enforcement operations.
Computer Aided Dispatch (CAD) Connection	Seamlessly incorporates your CAD system into FlockOSTM. This crucial connection ensures that calls-for-service, locations, and actionable intelligence are displayed side-by-side, driving efficient call resolutions.
Receive External CAD	View supported CAD calls for service shared by neighboring agencies, providing real-time visibility into active incidents to improve cross-jurisdictional coordination.
Automatic Vehicle Location (AVL) Connection Inside Agency	Displays real-time patrol officer locations from your agency in a unified map view by integrating Automatic Vehicle Location (AVL) data through supported product integration; with an API being provided for other vendors if specific integration is not available.
Body Worn Camera Live Location	Displays real-time patrol officer locations in a unified map view by integrating Body-Worn Camera Location (BWC) data through supported product integrations; with an API being provided for other vendors if specific integration is not available.
FirstTwo Connection	Law enforcement agencies with an existing FirstTwo account can integrate it with FlockOS to access real-time open source intelligence data, including information about residents at specific locations, details about people e.g. phone number, names, ages, to enhance situational awareness and response coordination.
Drone Integration	Access live drone video feeds, locations, and device statuses from supported products in one unified map view; with an API being provided for locations and device statuses for other vendors if specific integration is not available.
External Automatic Vehicle Location (AVL) Connection	Integrates AVL data from connected agencies, providing a centralized operational view of officer and vehicle locations to enhance interagency collaboration.
Map Based Viewing of 3rd Party Video Inside Agency	Consolidate integrated third-party cameras onto a single operational view, making it easy to locate, activate, and monitor live video feeds in real time.
Access to Live Video Outside of Agency Jurisdiction	Agencies can view live and recorded footage from neighboring agencies' cameras- whether from schools, traffic cameras, or third-party video feeds in a centralized system for cross-jurisdictional collaboration.
Video Integration with Cloud, Gateway, VMS	Agencies can access and manage video feeds from connected public and private camera systems in one secure platform via Flocks Video Integration products.
Public/Private Partnership MOU Creation	Flock Safety facilitates the legal agreements needed for public-private video sharing, ensuring compliance

Docusign Envelope ID:

	and reducing administrative workload for law enforcement agencies
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
Custom Community Partnership Website	The Community Partnership Website is a customized, professionally designed platform that helps businesses and residents register their cameras, access public safety resources, and actively support local law enforcement efforts.
Community Rollover Program	The Flock Safety Community Rollover Program allows law enforcement agencies to establish public-private camera partnerships with flexibility. Any unused community camera connections can be converted into Flock Safety equipment, such as LPR cameras, live video cameras, or audio detection devices, ensuring all investments contribute to public safety.
Community Partnership Support Team	The Flock Safety Community Partnership Support Team provides guidance and resources to help agencies engage local businesses and residents, build public support, and establish effective safety partnerships.
Dedicated Customer Success Manager	A dedicated Customer Success Manager serves as your agency's primary contact, providing expert assistance to streamline deployment, maximize efficiency, and ensure long-term success with FlockOS.
Personalized Training by Flock's RT Consulting Team	Flock Safety offers onsite training and consulting led by former law enforcement professionals (one consultant for six hours) to facilitate seamless integration, enhance user proficiency, and optimize the implementation of FlockOS.
Unlimited Users	Unlimited users for FlockOS
Utilization of Flock Safety Mobile App	Increase case clearance on-the-go with real-time alerts and searchable LPR data for mobile devices via the Flock Safety Mobile App, available on Android and iOS devices.
Live Location Sharing from Flock Safety Mobile App	Live Location Sharing in the Flock Safety Mobile App allows officers to share their real-time location with dispatch and command staff through FlockOS Map, enhancing coordination and safety.

SAFE CITY PROGRAM ADDENDUM

This SAFE CITY PROGRAM ADDENDUM ("Addendum") is attached to the Amendment Order Form between Flock and Customer. This Addendum supplements the Amendment Order Form solely as described herein, and all other terms of the Agreement remain unchanged and in full force and effect.

WHEREAS, Customer recognizes the need for a long-term, stable partnership with a trusted public safety technology provider to ensure uninterrupted access to critical tools, support, and innovation, and desires to secure pricing predictability and ongoing system updates by entering into a long term agreement with Flock to enhance public safety and operational effectiveness;

WHEREAS, Flock is an established provider of public safety technology and services, with the expertise, infrastructure, and commitment to deliver and maintain the Flock Services and Flock Hardware for the full term of the Agreement, ensuring consistent innovation, support, and reliability over the duration of this long-term partnership;

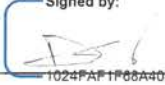
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. **CAPITALIZATION.** Any capitalized terms used in this Addendum will have the same meaning as in the Agreement, unless expressly defined otherwise.
2. **ENTIRE AGREEMENT AND ALLOCATION OF CREDIT.** The Agreement consists of the Master Services Agreement, the Amendment Order Form, and this Safe City Program Addendum . Upon execution of this Addendum, all previously executed Order Forms pertaining to the Services provided shall be superseded. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of the new agreement. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.
3. **DEPLOYMENT PLAN ADJUSTMENTS AND HARDWARE REALLOCATION.** Customer shall have the right to right-size and make adjustments to its Deployment Plan and reallocate allocated funds towards other Flock Hardware on a dollar-for-dollar basis. Flock agrees to waive all installation fees associated with such reallocations. This option may be exercised a maximum of two (2) times over the ten (10) year term of this Agreement, specifically at the end of Year 3 and at the end of Year 6 of the Initial Term. Any such adjustments and reallocations must be mutually agreed upon in writing by both Customer and Flock.
4. **FLOCK PUBLIC SAFETY.** Customer shall receive the Flock Intelligence product suite, consisting of software and services including, without limitation: (i) a core operating platform, (ii) advanced analytics tools, (iii) license plate recognition technology, (iv) customizable reporting functionality, and (v) any additional modules or features introduced during the Term (collectively, "Flock Intelligence"), at no cost during the Term. Additionally, Flock agrees to provide product enhancements to Flock Intelligence at no cost during the Term of the Agreement. Pursuant to Section 6.2 of the Agreement, Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable).

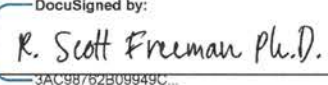
By executing this Amendment Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement and Safe City Program Addendum. As well as the Prepared911 Terms and Conditions, available at <https://www.prepared911.com/prepared-live-terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By:  Signed by:
1024PAP1P68A40F...
Name: Dan Haley
Title: Chief Legal Officer
Date: 9/30/2025

Customer: GA - Conyers PD

By:  DocuSigned by:
3AC98762B09949C...
Name: R. Scott Freeman Ph.D.
Title: Chief of Police
Date: 9/30/2025
PO Number:

Master Services Agreement

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

RECITALS

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

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

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

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

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

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

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

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

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

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

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

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

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

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

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

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

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

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

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

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

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

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

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

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

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

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

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

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

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party).

Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

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

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Flock shall maintain and refresh its hardware in a manner consistent with industry best practices and high operational standards. While Flock does not guarantee a fixed schedule for hardware replacement, Flock will upgrade, replace, or refresh hardware components as reasonably necessary to ensure continued performance, reliability, and security of the products and services provided under this Agreement. Such refreshes may occur based on factors including, but not limited to, technological advancements, end-of-life determinations, or performance degradation. Customer shall be entitled to receive refreshed hardware at no additional cost during the Term whenever Flock determines, in its reasonable discretion, that replacement or refresh is required to maintain service levels.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

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

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

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

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

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

11.4 Entire Agreement. Reserved.

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

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

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

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject

matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

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

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized

overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. In the event that the City of Conyers' Governing Body does not appropriate funds for any future fiscal year during the term of this agreement, the City shall have the right to terminate the agreement without penalty and the City shall not be liable for repayment of any discounts, incentives, or bundled service values previously applied. Flock Safety agrees that no additional fees, penalties, or retroactive charges shall be assessed due to non-appropriation. The City shall notify Flock in writing of the non-appropriations for Flock services within 30 days after the City Conyers' Governing Body's decision; however, such notification shall be prior to the start of the Conyers fiscal budget.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 1194 Scott St SE, Conyers, GA 30012

ATTN:

Scott Freeman

EMAIL:

scott.freeman@conyersga.gov

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock’s Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

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

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

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

Flock Safety Professional Services

Implementation Services

Statement of Work For Conyers Police Department FlockOS Premium

Effective Date: Sep 24, 2025

Revision: 3.0

Drafted by: Patrick Messenger

1. Introduction

This Statement of Work ("SOW") is between Conyers Police Department ("Customer") and Flock Group Inc ("Flock Safety"). This Statement of Work is governed by the Master Service Agreement with Flock Safety and Customer. This SOW defines the scope of the services that Flock Safety will provide to the Customer. This Statement of Work provides definitions and mutual understanding of the work to be completed.

2. Project Summary

Flock Safety will implement for Conyers Police Department:

FlockOS (Premium)

- (10) solar-powered live video cameras to be included with FlockOS (Premium) for community partnership.
 - Camera location is at the discretion of the PD and contingent on approval of business/owner's private property.
- (10) 16-channel Community Gateways to be included within FlockOS (Premium) for community partnership.

- Gateway channel size may be modified depending on a location's stream requirements, not to exceed a total stream count of 160. Gateway bundle to conclude when total gateway or stream count is reached (whichever comes first).
- Integration with Axon's Evidence.com for sending Flock LPR data to Axon***
- Integration of Axon Body Worn Cameras (BWC), Body 4, for officer location tracking**
 - Active subscription to Axon Respond is required for live GPS tracking
- Integration of AVL through Axon Fleet 3 for vehicle locations on the map***
 - Active subscription to Axon Respond is required for live GPS tracking
- Creation of a Camera Registry Website using standard template language to facilitate public/private partnership for camera registration, sharing, and purchasing
 - Marketing materials packet is generated to help promote this site with 100 printed flyers, 100 business cards, 20 window decals and social media posts
- Custom ESRI map layers to overlay on FlockOS map
- Integration of Single Sign-On (SSO) with Microsoft Entra ID
- Map Attachments to allow file and image uploads to map and redirection from FlockOS to desired web resource
- Integration of Tyler Technologies Enterprise CAD for active calls into Flock
 - Flock provides a Flock standard Windows SQL CAD/AVL service for Tyler Technologies Enterprise CAD that can be installed on-premise on a Windows-based CAD database server, with access to the CAD database server where the CAD events are replicated.
 - The Flock standard windows SQL CAD/AVL service utilizes standard SQL queries to query the data from the windows database server.
 - A user and password on the Windows CAD database must be provided by the customer or vendor to Flock in order for the Flock standard Windows SQL CAD/AVL service to be granted access to query the CAD database.
 - The data is fetched by the Flock standard Windows SQL CAD/AVL service every 10s in order to provide a real-time experience for the display of CAD events within FlockOS.
 - The CAD Windows database is recommended to be a replicated database from the production CAD database environment but is it not necessary to utilize the Flock standard windows SQL CAD/AVL service.
 - The customer must provide outbound network connectivity to Flock's cloud so that data from the on-premise service can reach Flock's server for processing.
 - The customer is responsible for making the appropriate technical resources (e.g. database administrators) available for technical calls during the project onboarding period to ensure smooth rollouts of the product. Any delays in communication or scheduling might impact the timeline of completion of the customer's project.
 - The customer is responsible for providing any servers needed to install the windows agent.
 - The customer is responsible for any database administration tasks (such as but not limited to the creation of database views) on the server where the CAD

events are stored in order to facilitate the successful installation of the windows service.

- Regionalization support to consolidate CAD alerts and/or AVL from neighboring Law Enforcement agencies using FlockOS

****Axon may limit Flock's usage of their API affecting potential Axon integrations.*

3. Flock Safety Software

FlockOS Implementation Restrictions

FlockOS integrations will require assistance from Customer's IT team for a successful implementation. Project items that may require IT expertise may include integrations with cameras, video management system (VMS) , computer-aided dispatch (CAD), ESRI maps, etc. Installation and integrations of FlockOS project items may be delayed and increase project timeline without IT response in a timely manner. Projects will be placed on hold after multiple failed outreach attempts by Technical Project Manager to Customer IT on pending action items. A completed and signed SOW states that IT has reviewed and acknowledged the items listed in this SOW to assist the Flock Safety team on implementation.

IT Contact

Customer will dedicate the following individual(s) as the main IT point of contact for IT related project items:

IT Contact	
Name	Alan Hackett
Title	Director of IT
Email	Alan.Hackett@conyersga.gov

Software Configuration and Validation

- Configure ESRI Based map interface
- Implement Video Management System
- Implement 144-160 community streams, to be distributed as follows:
 - 5-6 streams via Avigilon for City's Public Safety Camera System (Ironsby)
 - ~120 streams via existing school system (MOU pending - action item owned by Conyers PD) integration for up to 4 schools
 - 16 streams for third-party business integration
- Integrate existing Flock Hardware
- Enable Unlimited Users

- Enable Real-Time Routing
- Enable Axon BWC and Fleet Locations
- Enable Map Attachments
- Implement Single Sign-On (SSO) for FlockOS
- Plot registrations on FlockOS map for the Camera Registry Program
- Enable AVL connection through (AVL type/vendor)
- Test CAD connectivity and verify active call queries within FlockOS

Video Integrations

Flock Gateway Configuration

Customer Responsibilities to be completed prior to Flock Safety Site Visit:

- Customer Networking rules (port forwarding)
- Camera information including IP address, Port forwarding, Camera Login and manufacturer, Lat and Long.
- Open HTTP access and RTSP (UDP and TCP) to the Gateway.
- Onsite IT representative with networking access available
- Power for NVR
- Available physical Ethernet port(s) to interface with cameras via ONVIF, with up to two connections required: one for the camera network and one for external internet access.

4. Description of Services

The following services will be provided as part of this Statement of Work. Any Services not described herein will require a Project Change Request (PCR).

Dedicated Flock Team Members

- Flock Safety will provide a Project Manager for engagement that will be responsible for the following tasks:
 - Flock Safety will assign a Technical Project Manager and Integration Manager to coordinate all aspects of integrations for FlockOS software
 - Duration: 2-6+ months
- Flock Safety will provide a Customer Success Manager (CSM). The CSM will be the Customer's long-term strategic partner. CSM will help with account setup, training, and provide direction on how to best leverage your Flock Safety system post-installation.
 - Duration: Length of Contract
- Flock Safety's support team will be available to the Customer Monday through Friday 8am-8pm EST.

- Phone: 1-(866) 901-1781
- Email: support@flocksafety.com
- Duration: Length of Contract

Kick-Off Meeting

- Flock Safety will coordinate bi-weekly calls beginning with a kickoff meeting with Customer and Flock Safety stakeholders to review a Project Plan for a successful deployment of Flock products. There will be two separate Projects and kickoff meetings for the Hardware and Software implementations led by the respective (Technical) Project Managers. The meeting will cover:

FlockOS Software

- Project Plan
- Integration item review
- Identify stakeholder responsibilities
- Bi-weekly cadence scheduling
- Question/concerns

5. Project Conditions and Assumptions

- **Out of Scope**
 - Physical installation of any product not supplied by Flock.
 - Software changes/configurations outside of FlockOS.
 - Network configurations outside of Flock standards.
 - Delayed installation as a result of permitting or external factors not within Flock's control
- Any changes or additions to this SOW will require a PCR (Project Change Request)
- Project Timeline is dependent upon the information supplied by the Customer. All information that is asked by Flock Safety, is required to be completed prior to Flock Employee onsite.
- Streams will be available to the Customer within 5 business days of Flock product installation.
- A completed statement of work will include the FlockOS (Plus/Premium) package. All streams and products purchased will be installed or implemented via Flock Safety. Third Party cameras integrated will be available on the Flock Safety network. This may exclude change orders and or individual stream troubleshooting.
- Flock Safety Gateway install requests will be completed according to a rolling 90 day schedule.

- Flock Safety will develop a community partnership website for camera registrations and additions in accordance with Flock Standard Templates unless otherwise stated in this SOW.
- Flock Safety will be onsite quarterly to install Gateways. There will be 4 install visits that will be planned with Flock and the Customer.

6. Implementation Timeline

Software Timeline

The following chart represents a rough timeline for implementation of FlockOS software integrations. The estimated time for Flock Safety Technical Project Managers to schedule a kick off meeting is 6-8 weeks from the signing of a contract.

Integration	Duration
Flock Gateway	~ 30-90 days (Groups of 5-20 locations max per visit) Rockdale County Public Schools - Highest Priority Install
VMS integration	~ 30-90 days
3rd Party camera installs	~ 90 days (Groups of 5-20 locations max per visit)
LPR Video Integration	~ 7-14 days
CAD integration	~ 60-120 days
Custom Map Layers	~ 7-14 days
Community Website & Marketing Materials	~ 30-60 days
Flock911	~ 90-120 days

Estimated Customer Project Timeline

Expected Timeline for Software Configuration: ~ 90-120 days

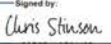
7. Payment Terms

Services will be invoiced as per the terms on your Flock Safety quote and contract. Flock Safety Professional Services labor rate is \$250 per hour for all services above and beyond those purchased and outlined in this statement of work.

8. Acknowledgement and Approvals

Upon completion of this SOW, no additional services are due to the Customer under this SOW.

The parties, through their authorized representatives signed below, hereby agree to the terms of this Statement of Work as of the Effective Date.

Flock Safety	
Name	Chris Stinson
Title	Manager, Solutions Engineering
Signature	Signed by:  3AC9B762B09648C
Date	9/24/2025

Customer	
Name	Scott Freeman
Title	Chief of Police
Signature	DocuSigned by:  3AC9B762B09648C
Date	9/30/2025

Flock Safety Professional Services

Implementation Services

Statement of Work For Conyers Police Department Flock Nova Deployment

Effective Date: 9/19/2025

Revision: 4

SOW Version: 1.4

Drafted by: Kister

Introduction

This Statement of Work ("SOW") is between Conyers Police Department ("Customer") and Flock Group Inc ("Flock Safety"). This Statement of Work is governed by the Master Service Agreement with Flock Safety and Customer. This SOW defines the scope of the services that Flock Safety will provide to the Customer. This Statement of Work provides definitions and mutual understanding of the work to be completed.

Project Summary

Flock Safety will implement Flock Nova for Conyers Police Department. Flock Nova provides a secure platform that allows personnel to access multiple data sources in a single location. This integrated data will be used to create interactive maps, network graphs, and dashboards, with the goal of enhancing situational awareness and officer safety. Flock Nova accelerates evidence-based decision-making, enhances investigatory capabilities, streamline criminal analyses, and generates intelligence-driven outcomes. This implementation will include integration from multiple sources and locations as detailed in the systems table below¹²:

¹ Data integration to include all fields within scope to ingest into Flock Nova.

² Client responsible for providing data access to each system including but not limited to network connection and credentials.

System	Vendor	Database Owner	Installation	Access	Notes
CAD	Tyler Tech	Vendor ▾	On-Prem ▾	Replicat... ▾	Replicated DB
RMS	Tyler Tech	Vendor ▾	On-Prem ▾	Replicat... ▾	Replicated DB
ALPR	Flock	Vendor ▾	Cloud ▾	API ▾	
BWC	Axon	Vendor ▾	Cloud ▾	API ▾	ICV F3
Maps	Esri/ArcGIS	Agency ▾	On-Prem ▾	Replicat... ▾	
Citations	Brazzos	Vendor ▾	Cloud ▾	Limited ▾	Need to scope, potential cost associated with access.
Code Enforcement	Smart Gov	Agency ▾	Cloud ▾	Limited ▾	Code Enforcement CMS with City Services
DFR	Aerodome	Vendor ▾	Cloud ▾	API ▾	
Court Data	JusticeOne by Courtware	Vendor ▾	Cloud ▾	Limited ▾	Currently do not have API/Direct Database access, will need to scope how to connect.

Descriptions of Services

The following services will be provided as part of this Statement of Work. Any Services not described herein will require a Project Change Request (PCR).

Project Readiness Services

Flock Safety will provide a Technical Project Manager for engagement that will be responsible for the following tasks:

- Reviewing Statement of Work and contractual responsibilities of both parties with the Customer's lead point of contact.
- Providing project plans to the Customer and updating the plan during the length of the engagement.

- Measurement and evaluation of the progress.
- Handoff upon project completion.

Configuration and Validation

Flock Safety Implementation technicians will:

- Configure and upload all in scope Conyers Police Department files to Flock Nova.
- Integrate existing in scope systems data into Flock Nova.
- Set up real-time data flow and alerting within Flock Nova.
- Enable access for all applicable end users within the department.

Training

Training will be conducted for all end users within the department in person or remotely.

Out of Scope:

- Physical installation of any product not supplied by Flock Safety.
- Software changes/configurations outside of Flock Nova.
- Network configurations outside of Flock Safety standards.

Project Conditions

- Project Timeline is dependent upon the information supplied by the customer. All information that is asked by Flock Safety, is required to be completed prior to Flock Employee onsite (if applicable).
- Flock Nova integrations will require assistance from Customer's IT team for a successful implementation. Project items that may require IT expertise may include integrations with computer-aided dispatch (CAD), Esri maps, records management system (RMS), body worn camera digital evidence management systems (BWC/DEMS), etc. Installation and integrations of Flock Nova project items may be delayed and increase project timeline without IT response in a timely manner. Projects will be placed on hold after multiple failed outreach attempts by Technical Project Manager to Customer TI on pending action items. A completed and signed SOW states that IT has reviewed and acknowledged the items listed in this SOW to assist the Flock Safety team on implementation.

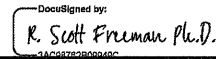
Work Breakdown	Resource	Onsite	Remote
Flock Nova Deployment	Customer Success, Integrators, Networking/IT	X	X
Upgrades/Enhancements	Integrators		X

Acknowledgment and Approvals

Upon completion of this SOW, no additional services are due to the Customer under this SOW.

The parties, through their authorized representatives signed below, hereby agree to the terms of this Statement of Work as of the Effective Date.

Flock Safety	
Name	[Name] Dan Haley
Title	[Title] Chief Legal Officer
Signature	
Date	9/30/2025

Conyers Police Department	
Name	[Name] Scott Freeman
Title	[Title] Chief
Signature	
Date	9/30/2025

Designated Agency Manager	
Name	[Name]
Title	[Title]

IT Agency Manager	
Name	[Name]
Title	[Title]

DOCUMENT 7 OF 7

Earlier Flock agreements, 2020–2024, and March 16, 2022 City Council minutes

City of Conyers Open Records Response CH-259-2026

37 pages



CITY OF CONYERS

Celebration of Community

Date: March 8, 2022

Submitted by: Deputy Chief Scott Freeman

Department: Police

Council Meeting Date: March 16, 2022

Presented by: Deputy Chief Scott Freeman

AGENDA ITEM SHEET

☐

Public Hearing

☒

New Business

☐

Old Business

Description of Item:

Request for the Mayor and Council to approve an increase to the Flock Group Services Agreement for additional stationary License Plate Reader (LPR) devices and the expansion of the current gunshot detection system.

Project Background:

The City currently has an Agreement with Flock Group services for stationary License Plate Recognition (LPR) service. The new Agreement will add additional LPR Devices to the existing LPR network and will also expand the Department's gunshot detection capability. Year one total cost will be \$80,000 with a recurring total of \$75,000. This will be funded by the American Rescue Plan Act.

Staff Recommendation:

Staff recommends the Mayor and Council approve this agreement.

Explanation of any deadlines involved:

None.

Method of Funding:

The American Rescue Plan Act of 2021

Review:

☐
☐
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Committee
Rockdale County
Public Hearing
City Attorney
Citizens Advisory Committee
Planning Commission
Executive Session

Date:

Recommendation:

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

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

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

Agency: GA - Conyers PD Legal Entity Name:	Contact Name: Scott Freeman
Address: 1194 Scott St SE Conyers, Georgia 30012	Phone: E-Mail: scott.freeman@conyersga.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
--	---

Name	Price	QTY	Subtotal
Raven Audio Detection Device 1 Mile	\$25,000.00	1.00	\$25,000.00
Flock Falcon Camera	\$2,500.00	20.00	\$50,000.00
Professional Services - Falcon, Standard Implementation	\$250.00	20.00	\$5,000.00

(Includes one-time fees)

Year 1 Total \$80,000.00

Recurring Total: \$75,000.00

Special terms:

- The PPI length is for Raven product only.

The City of Conyers Council met in the Council Chambers at 901 O'Kelly Street SW, Conyers, GA, 30012. on March 16, 2022 at 6:00 p.m. Mayor Evans called the meeting to order at 6:01 p.m.

Roll Call: Mayor Vince Evans, Council Members Gerald Hinesley, Valyncia Smith, Eric Fears, Charlie Bryant and Connie Alsobrook

Invocation: The invocation was given by Council Member Charlie Bryant.

Pledge of Allegiance: Mayor Evans led everyone in the Pledge of Allegiance.

Agenda Revisions: Mayor Evans added item number 15 to the agenda: to elect a new Mayor Pro Tem.

Approval of Minutes:

- Council Member Gerald Hinesley made a motion to approve the minutes of the February 16, 2022 – Regularly Scheduled Council Meeting. Council Member Valyncia Smith seconded the motion. Mayor Evans called for a vote of the Council. All members voted aye. Mayor Evans declared the motion carried.

Presentations:

Years of Service:

- Darlene Thomas of our Administration Department was recognized for her 30 years of service to the city.

Awards:

- Georgia Local Government Personnel Association Award - Mrs. Sharon Morgan, Payroll & Benefits Manager and Mr. Casey Duren, Director of Human Resources

Events:

- Cherry Blossom Festival – CBF organizers and mascot gave a brief overview of what to expect for this year's event.
- War on Litter event summary – Melissa Staton, Code Enforcement Manager

Conyers Annual Awards:

- City Manager Tony Lucas presented the Peach Award to Ms. Dawn Tanner of the Georgia International Horse Park.
- City Manager Tony Lucas presented the Dee Buggay Award or otherwise known as Employee of the Year Award to Mr. Arnold Rutledge of the Public Works and Transportation Department.

New Business:

1. **PUBLIC HEARING. Ordinance No. 1283, an ordinance to amend City Ordinance section 8-7-92 (supplemental use standards) to provide supplemental use standards for tractor trailer parking areas; to amend section 8-7-90 (Principal Permitted and Special Uses) to signify the existence of supplemental use standards for said tractor trailer parking areas; to repeal conflicting ordinances; to provide for an effective date; and for other purposes, and also waive the second reading.** Council Member Valyncia Smith introduced agenda item number one.

Mayor Evans explained the rules of the public hearing.

Deputy Director Scott Gaither explained the ordinance in detail. After questions from the Council, Mayor Evans opened the public hearing for Ordinance No. 1283 at 6:44 p.m.

There was no one present who wished to address the Council.

Mayor Evans closed the public hearing at 6:45 p.m.

After discussion, Council Member Valyncia Smith made a motion to approve Ordinance No. 1283, an ordinance to amend City Ordinance section 8-7-92 (supplemental use standards) to provide supplemental use standards for tractor trailer parking areas; to amend section 8-7-90 (Principal Permitted and Special Uses) to signify the existence of supplemental use standards for said tractor trailer

parking areas; to repeal conflicting ordinances; to provide for an effective date; and for other purposes, and also waive the second reading. Council Member Eric Fears seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.

2. **PUBLIC HEARING. Ordinance 1284 an ordinance to amend Chapter 5 of Title 8 of the Code of Ordinances of the City of Conyers, Georgia, so as to amend section 8-5-20, oversized signs; to amend the requirements for oversized signs; to repeal conflicting ordinances; to provide for an effective date; and for other purposes, and also waive the second reading.** Council Member Valyncia Smith introduced the ordinance. Deputy Director Scott Gaither explained the ordinance in detail. Mayor Evans opened the public hearing at 6:49 p.m.

Wayne Keenan spoke in favor of Ordinance No. 1284.

Brett Keenan spoke in favor of Ordinance No. 1284.

Mayor Evans closed the public hearing at 6:59 p.m.

After discussion, Council Member Valyncia Smith made a motion to approve Ordinance 1284 an ordinance to amend Chapter 5 of Title 8 of the Code of Ordinances of the City of Conyers, Georgia, so as to amend section 8-5-20, oversized signs; to amend the requirements for oversized signs; to repeal conflicting ordinances; to provide for an effective date; and for other purposes, and also waive the second reading. Council Member Gerald Hinesley seconded the motion. Mayor Evans called for a vote. All members voted aye with the exception of Council Member Eric Fears who voted nay. Mayor Evans stated that since the vote was not unanimous, the waiver of the second reading is not permitted, therefore Ordinance 1284 did not pass and will be read and voted on again at the next regularly scheduled council meeting.

3. **An application for a beer and wine retail license. Benny Cyriac- Rockdale Mini Mart LLC – 405 Sigman Road NW, Conyers, Georgia 30012.** Council Member Valyncia Smith made a motion to approve an application for a beer and wine retail license. Benny Cyriac- Rockdale Mini Mart LLC – 405 Sigman Road NW, Conyers, Georgia 30012. Council Member Gerald Hinesley seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.
4. **An application for a beer and wine retail license. Grace B. Gaylord- Aldi, Inc., d/b/a Aldi #66-1794 Highway 138 SE, Conyers, GA 30013.** Council Member Valyncia Smith made a motion to approve an application for a beer and wine retail license. Grace B. Gaylord- Aldi, Inc., d/b/a Aldi #66-1794 Highway 138 SE, Conyers, GA 30013. Council Member Charlie Bryant seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.
5. **Ordinance No. 1281 to increase the compensation of the Mayor and City Council of the City of Conyers, with an effective date of January 2024; to repeal conflicting ordinances; and for other purposes, and to waive the second reading.** City Attorney Carrie Bootcheck explained there has not been a pay increase for the Mayor and Council in 20 years. She also stated per Georgia law the increase does not take effect until 2024. She asked for the Mayor and Council's approval. After discussion, Council Member Gerald Hinesley made a motion to adopt Ordinance No. 1281 to increase the compensation of the Mayor and City Council of the City of Conyers, with an effective date of January 2024; to repeal conflicting ordinances; and for other purposes, and to waive the second reading. Council Member Valyncia Smith seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.

6. **Ordinance No. 1287 to amend Chapter 1 of Title 4 of the City of Conyers Code of Ordinances to allow the Chief of Police and Deputy Chief of Police to administer all required official oaths of office to police and probation officers to provide an effective date, to repeal conflicting ordinances; and for other purposes, and also to waive the second reading.** City Attorney Carrie Bootcheck explained the need for the ordinance and asked that the Mayor and Council adopt. Council member Connie Alsobrook made a motion to approve Ordinance No. 1287 to amend Chapter 1 of Title 4 of the City of Conyers Code of Ordinances to allow the Chief of Police and Deputy Chief of Police to administer all required official oaths of office to police and probation officers to provide an effective date, to repeal conflicting ordinances; and for other purposes, and also to waive the second reading. Council Member Eric Fears seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.
7. **Ordinance No. 1280 to amend section 10-2-3 of the Conyers Code of Ordinances to amend the application procedures for special events; to provide for an effective date, to repeal conflicting ordinances; and for other purposes and to waive the second reading.** City Attorney Carrie Bootcheck presented the ordinance, explained the changes rationale, and asked for the Mayor and Council's approval. Council Member Gerald Hinesley made a motion to approve Ordinance No. 1280 to amend section 10-2-3 of the Conyers Code of Ordinances to amend the application procedures for special events; to provide for an effective date, to repeal conflicting ordinances; and for other purposes and to waive the second reading. Council Member Eric Fears seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.
8. **Resolution No. 708 to establish permit fees for a Special Event Permit.** City Attorney Carrie Bootcheck presented the resolution and asked for the Mayor and Council's approval. Council Member Gerald Hinesley made a motion to approve Resolution No. 708 to establish permit fees for a Special Event Permit. Council Member Valyncia Smith seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.
9. **Request for the Mayor and Council to approve a Master Services and Purchasing Agreement (MSPA) with Axon Enterprise, Inc. for the purchase of police in-car cameras, body worn cameras, interview room cameras, tasers, and associated equipment and services for a five-year term.** Deputy Chief Scott Freeman presented the agreement and asked for the Mayor and Council's approval. After discussion, Council Member Connie Alsobrook made a motion to approve a Master Services and Purchasing Agreement (MSPA) with Axon Enterprise, Inc. for the purchase of police in-car cameras, body worn cameras, interview room cameras, tasers, and associated equipment and services for a five-year term. Council member Gerald Hinesley seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.
10. **Request for the Mayor and Council to approve the purchase of 85 BolaWrap devices, with accompanying holster and cassettes, to equip all officers of the Police Department with a less lethal option of force.** Deputy Chief Scott Freeman described the need for the purchase and asked for the Mayor and Council's approval. Council Member Connie Alsobrook made a motion to approve the purchase of 85 BolaWrap devices, with accompanying holster and cassettes, to equip all officers of the Police Department with a less lethal option of force. Council Member Valyncia Smith seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.
11. **Request for the Mayor and Council to approve an increase to the Flock Group Services Agreement for additional stationary License Plate Reader (LPR) devices and the expansion of the current gunshot detection system.** Deputy Chief Scott Freeman presented the agreement and the need for the increase. Council Member Charlie Bryant made a motion to approve an increase to the Flock

Group Services Agreement for additional stationary License Plate Reader (LPR) devices and the expansion of the current gunshot detection system. Council Member Valyncia Smith seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.

- 12. Request for the Mayor and Council to approve the purchase of 22 radar speed detection devices and 12 Light Detection and Ranging (LIDAR) devices for use in speed detection and enforcement operations by police officers.** Deputy Chief Scott Freeman explained the need for the purchase and asked for the Mayor and Council's approval. Council Member Connie Alsobrook made a motion to approve the purchase of 22 radar speed detection devices and 12 Light Detection and Ranging (LIDAR) devices for use in speed detection and enforcement operations by police officers. Council Member Gerald Hinesley seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.

- 13. Contract by and between the City of Conyers and AC Tree Services, LLC to furnish all labor, materials and equipment for the removal of privets at the Big Haynes Creek Nature Center.** Council Member Charlie Bryant made a motion to approve 13. Contract by and between the City of Conyers and AC Tree Services, LLC to furnish all labor, materials and equipment for the removal of privets at the Big Haynes Creek Nature Center. Council Member Valyncia Smith seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.

- 14. Request for Mayor and Council to approve a Contract Agreement between Pro Fence, LLC and the City of Conyers to install Chain Link Fencing at Various City Properties for a total cost of \$106,334.82. Fencing will be installed 30 working days from notice to proceed.** Council Member Eric Fears made a motion to approve a Contract Agreement between Pro Fence, LLC and the City of Conyers to install Chain Link Fencing at Various City Properties for a total cost of \$106,334.82. Fencing will be installed 30 working days from notice to proceed. Council Member Gerald Hinesley seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.

- 15. Election of new Mayor Pro-Tem.** Council Member Valyncia Smith made a motion to nominate Council Member Gerald Hinesley as new Mayor Pro-Tem. Council Member Charlie Bryant seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye with the exception of Mayor Evans who abstained from voting. Mayor Evans declared the motion carried.

Citizens' Comments:

- Ms. Carr from ViewPoint Condominiums addressed the Council with some concerns she has related to her condominium and infrastructure.
- Mr. Georgia Kelecheck addressed the Council with concerns related to water conservation.

Committee Reports:

Council Member Eric Fears of the Public Works and Transportation Department advised of the Community Development Committee advised that progress on the municipal court and public safety renovation wrap up is almost complete.

Council Member Connie Alsobrook of the Public Safety Committee had nothing to report.

Council Member Gerald Hinesley of the Finance Committee had nothing to report.

Council Member Charlie Bryant of the Georgia International Horse Park Committee and Cherokee Run Golf Course Committee advised that this weekend there would be several horse shows at GIHP. He advised that revenues for Cherokee Run are glowing. He also advised that Cherokee Run

continues to assist local schools golf teams in allowing them to utilize the course for their practices.

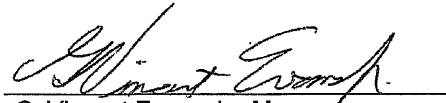
Council Member Valyncia Smith of the Community Development Committee stated that she was happy to see the quantity of quality development that continues to flow into Conyers.

City Manager's Update:

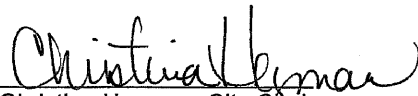
City Manager Tony Lucas invited everyone to the St. Patrick's Day Parade and the Walk of Heroes golf tournament. He also stated there was a need for executive session to discuss potential litigation and property acquisition to include the city attorney and chief of operations. Council Member Gerald Hinesley made a motion to hold for executive session to discuss potential litigation and property acquisition to include the city attorney and chief of operations. Council Member Valyncia Smith seconded the motion. Mayor Evans called for a vote of the Council. All Members voted aye. Mayor Evans declared the motion carried.

Adjournment:

There being no further business before the Council Mayor Evans adjourned the meeting at 7:50 p.m.


G. Vincent Evans Jr., Mayor

Attest:


Christina Heyman, City Clerk

Label P. Rogers
AUTHORIZED SIGNATURE

flock safety

INVOICE

Flock Group, Inc.
866-901-1781
www.flocksafety.com

Invoice Number:
Date Issued: 04/08/2021
Date Due: 05/08/2021
PO#:

Bill To:
Conyers Police Department
1194 Scott St SE
Conyers, Georgia 30012

Validation Complete 4/8/21.

ITEMS	BEGIN DATE	END DATE	QTY	UNIT PRICE	AMOUNT
Implementation Fee (Public)			12	\$250.00	\$3,000.00
Flock Falcon Camera	02/01/2021	01/31/2022	12	\$2,500.00	\$30,000.00
SUBTOTAL					\$33,000.00
Sales Tax					\$0.00
TOTAL					\$33,000.00

Payment Remittance Information

Click here to pay by credit card or ACH/Wire Transfer

Pay by Check:

Payable to: Flock Safety

Memo:

Mail to: PO Box 207576
Dallas, TX 75230-7576

If paying by check, please include a printed copy of the invoice PDF with check payment. Payment should be sent via USPS.

APPROVED

[Handwritten Signature]
6-7-2021

Questions about your service or installation? Contact support@flocksafety.com

Questions about your invoice? Contact billing@flocksafety.com

Online payment link:

Master Services Agreement

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

RECITALS

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

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

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

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

1. DEFINITIONS

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

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

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

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

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

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

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

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

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

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

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

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

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

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

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

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

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

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

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

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

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

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

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

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

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

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

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

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

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

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

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

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

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of one year (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

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

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

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

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

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

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. To the extent permitted by Georgia law, Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

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

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

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

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

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

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

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

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

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

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

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

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

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

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: [Conyers Police Department 1194 Scott Street, Conyers, GA 30012](#)

ATTN: [R. Scott Freeman, Ph.D., Chief of Police](#)

EMAIL: scott.freeman@conyersga.gov

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

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

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

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

Flock Safety + GA - Conyers PD

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

MAIN CONTACT:
Steve Hampton
steve.hampton@flocksafety.com
[REDACTED]

flock safety

flock safety

ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms"), which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Agreement fully incorporates the attached Product Addendum, Schedule A of Services, Schedule B of Services, Flock Services, Flock Safety Aerodome DFR Product Overview, and the Flock Safety Aerodome DFR Conyers Police Department DFR Proposal. The Terms contain, among other things, warranty disclaimers, liability limitations, and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer: GA - Conyers PD
 Legal Entity Name: GA - Conyers PD
 Accounts Payable Email: candace.chandler@conyersga.gov
 Address: 1194 Scott St Se Conyers, Georgia 30012

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual - See Billing Schedule
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$150,000.00
Flock Safety Drone Hardware and Services			
Year 1			
Flock Safety DFR 2.0 - 400ft	Included	1	Included
Year 2			
Flock Safety DFR 2.0 - 200ft	Included	1	Included
Subtotal Year 1:			\$150,000.00
Annual Recurring Subtotal:			\$150,000.00
Discounts:			\$157,133.00
Estimated Tax:			\$0.00
Contract Total:			\$300,000.00

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

Special Terms:

Customer will have a thirty (30) day opt-out period ("Opt-Out Period") after Customer's Signing Date to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, except as provided herein, and Customer will pay any invoice(s) for the remainder of the Term within thirty (30) days from the date of invoice.

Flock Safety DFR 2.0 - 400ft - Promotion In the first year of the deployment, the agency is provided with the use of complimentary radar [Flock Safety DFR 2.0 - 400ft]. Upon the end of the first year, the agency may elect to upgrade to Flock Safety DFR 2.0 - 400ft and execute a new order form outlining its service Agreement based on the current price, or at a lower price if a lower general availability price is available to all customers; however, Flock agrees that the Customer will not be charged a higher price/amount than the original terms of this Agreement and offer should Customer select to implement the Flock Safety 2.0 at the 400 ft ceiling. The decision must be emailed in writing to the Flock Customer Success Manager assigned to the deployment at least sixty (60) days prior to the end of the first year. If there is no selection, the agency's agreement will continue with the quantity of Flock Safety DFR 2.0 - 200ft indicated in the order form.

Flock and Customer agree that the actual effective date for the "Term" of this Agreement (24 months) as set forth above, for all services shall, commence on the official date of "First Flight" of the Customer. The official date of "First Flight" shall commence the 24-month term of the Agreement regardless of the billing terms and conditions set forth in this Agreement. Upon "First Flight," Flock and Customer agree to sign off on the successful first flight date.

Billing Schedule

Billing Schedule	Amount (USD)	Estimated Invoice Date
Year 1		
Invoice 1: At End of 30-day Opt-Out Period	\$37,500.00	1/20/2025
Invoice 2	\$37,500.00	4/1/2025
Invoice 3	\$75,000.00	7/1/2025
Annual Recurring after Year 1	\$150,000.00	
Contract Total	\$300,000.00	
Invoice dates are estimated and subject to change based on Effective Date and installation timeline.		

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Drone Hardware and Services (DFR Promotion)	\$157,133.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety DFR 2.0 - 200ft	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes a drone, camera, batteries, battery-swapping dock, and a 200-foot ceiling with ADS-B. The software includes remote piloting, air traffic awareness, spectator view, mobile app, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support. DJI - M350 with H30T camera, Hextronics Atlas Dock - full Flock Aerodome integration. OWL Radar, fully integrated.
Flock Safety DFR 2.0 - 400ft	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes the drone, camera, batteries, battery-swapping dock, and a radar unit. The software includes remote piloting, air traffic awareness, spectator view, mobile app, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support. DJI - M350 with H30T camera, Hextronics Atlas Dock - full Flock Aerodome integration. OWL Radar, fully integrated.

FlockOS Features & Description

FlockOS Features	Description
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FLOCK GROUP INC.

PO Box 207576

Dallas, TX 75320-7576

SAAS SERVICES AGREEMENT ORDER FORM

This Order Form together with the SaaS Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "Terms and Conditions" located at <https://www.flocksafety.com/legal/terms-and-conditions> (the "SaaS Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The SaaS Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

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

Customer:	Conyers Police Department	Contact:	R. Scott Freeman, Ph.D.
Address:	1194 Scott Street Conyers, GA 30012	Phone:	7707856
		E-Mail:	scott.freeman@conyersga.gov
Usage Fees:	\$8,000 per Year (the "Payment Period")	Pilot Period:	No obligation for 60 days from all cameras online.
Number of Cameras:	4	Invoice due after successful completion of Pilot period.	
		Initial Term:	12 Months
		Renewal Term:	12 Months
Installation Fee (one-time)	\$0	Billing Contact:	Pierce Piper
Pole Fee (one-time)	\$0	(if different than above)	pierce.piper@conyersga.gov
			7709294201
		Expected Payment Method:	Check

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the SaaS Terms located at <https://www.flocksafety.com/legal/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc.

Order Form
Conyers Police Department - Phase 1

Flock Group Inc

By: *Alex Latraverse*
Name: Alex Latraverse
Title: VP of Sales
Date: 11/21/2019

Customer Name:

By: *R. Scott Freeman, Ph.D.*
Name: R. Scott Freeman, Ph.D.
Title: Deputy Chief of Police
Date: 02/26/2020

EXHIBIT A

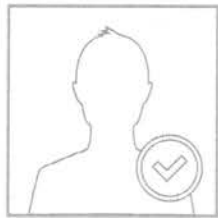
Statement of Work

Installation of Flock Cameras

Signature Certificate

Document Ref.:

Document signed by:



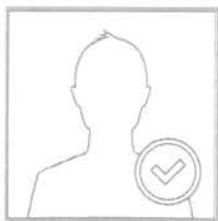
Alex Latraverse

Verified E-mail:
lat@flocksafety.com

Alex Latraverse

IP:

Date: 26 Feb 2020 18:25:35 UTC



Verified E-mail:
scott.freeman@conyersga.gov

R. Scott Freeman, Ph.D.

IP:

Date: 26 Feb 2020 19:54:09 UTC

Document completed by all parties on:

26 Feb 2020 19:54:09 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

