

**CITY OF DUBLIN**  
**PRE-COUNCIL 4:30 PM**  
(INTERNATIONAL ROOM - CITY HALL)  
**COUNCIL 5:30 PM**  
(HENRY "BUD" HICKS, JR. MEMORIAL CHAMBER - CITY HALL)

**JANUARY 02, 2025**

**CALL TO ORDER**

**INVOCATION AND PLEDGE TO FLAG**

**SPECIAL PRESENTATIONS**

**AGENDA:**

1. **APPROVAL OF DECEMBER 05, 2024 CITY COUNCIL MEETING MINUTES.**  
**ACTION TAKEN**
2. **APPROVAL OF BILLS OVER \$15,000**  
**ACTION TAKEN** \_\_\_\_\_  
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3. **APPROVAL OF PURCHASES OVER \$15,000.**  
**ACTION TAKEN** \_\_\_\_\_  
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4. **APPOINTMENT OF THE MUNICIPAL COURT JUDGE AND ACCEPTANCE**  
**OF A CONTRACT FOR SERVICES WITH LAUREN SHURLING KIRKLAND**  
**ACTION TAKEN** \_\_\_\_\_  
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5. **ADMINISTRATION OF THE OATH OF OFFICE OF THE MUNICIPAL COURT**  
**JUDGE**  
**ACTION TAKEN** \_\_\_\_\_  
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6. **APPOINTMENT OF THE CITY ATTORNEY**  
**ACTION TAKEN** \_\_\_\_\_  
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7. **ADMINISTRATION OF THE OATH OF OFFICE OF THE CITY ATTORNEY**  
**ACTION TAKEN** \_\_\_\_\_  
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8. **ELECTION OF THE MAYOR PRO TEMPORE**  
**ACTION TAKEN** \_\_\_\_\_  
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9. **ELECTION OF THE CHAIRMAN OF COUNCIL**  
**ACTION TAKEN** \_\_\_\_\_  
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10. **APPOINTMENT OF THE OFFICIAL GAZETTE**  
**ACTION TAKEN** \_\_\_\_\_  
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11. **DISCUSSION AND ACTION ON RESOLUTION #25-01 TO APPROVE AN**  
**AGREEMENT WITH FLOCK FOR FALCON CAMERAS**  
**ACTION TAKEN** \_\_\_\_\_  
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12. **DISCUSSION AND ACTION ON BOARD APPOINTMENTS**  
**ACTION TAKEN** \_\_\_\_\_  
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13. **CITIZENS COMMENTS**  
**ACTION TAKEN** \_\_\_\_\_  
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14. **COUNCIL COMMENTS**  
**ACTION TAKEN** \_\_\_\_\_  
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- 15. EXECUTIVE SESSION IF NEEDED TO DISCUSS REAL ESTATE, PENDING LITIGATION, OR PERSONNEL.**

**ACTION TAKEN** \_\_\_\_\_

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- 16. ADJOURNMENT.**

**CITY OF DUBLIN**  
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(INTERNATIONAL ROOM - CITY HALL)  
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(HENRY "BUD" HICKS, JR. MEMORIAL CHAMBER – CITY HALL)

**JANUARY 02, 2025**

**CALL TO ORDER**

**INVOCATION AND PLEDGE TO FLAG**

**SPECIAL PRESENTATIONS**

WE WILL HAVE TWO PRESENTATIONS FOR THURSDAY'S MEETING:

**EMPLOYEE OF THE 4<sup>TH</sup> QUARTER:**

DERRICK JACKSON, METER READER IN THE WATER DEPARTMENT

**EMPLOYEE OF THE YEAR:**

MATTHEW SLAUGHTER, ENGINEERING AIDE IN THE ENGINEERING DEPARTMENT

**AGENDA:**

**1. APPROVAL OF DECEMBER 05, 2024 CITY COUNCIL MEETING MINUTES.**

**2. APPROVAL OF BILLS OVER \$15,000**

**3. APPROVAL OF PURCHASES OVER \$15,000.**

- A. **GARBAGE TRUCK – SANITATION** – WE BUDGETED \$375,000 TO PURCHASE A NEW FRONT-END LOADER (THAT DUMPS THE COMMERCIAL DUMPSTERS) THIS YEAR. WE SOLICITED BIDS AND RECEIVED BACK FOUR BIDS FROM THREE VENDORS. STAFF IS RECOMMENDING YOU APPROVE AN AWARD OF THE BID TO PETERBILT OF AUGUSTA, LLC, OUT OF AUGUSTA, GEORGIA IN THE AMOUNT OF \$349,196.05 FOR A MODEL 520 2025 FRONT LOAD REFUSE COLLECTION GARBAGE TRUCK WITH AN EXPECTED DELIVERY DATE OF THE THIRD QUARTER OF 2025. IT HAS A 40 CUBIC YARD CAPACITY MINIMUM WITH ARMS THAT HAVE A 10,000 LB. LIFT CAPACITY. THIS WILL

BE PAID FOR OUT OF ACCOUNT #540-4520-542200 (SOLID WASTE COLLECTION – VEHICLES). STAFF RECOMMENDS YOU APPROVE THE PURCHASE FROM PETERBILT OF AUGUSTA, LLC. OUR CURRENT FLEET OF FRONT-END LOADERS IS AS FOLLOWS:

- I. UNIT 403 – 2016 PETERBILT MODEL 320
- II. UNIT 404 – 2019 PETERBILT MODEL 520
- III. UNIT 406 – 2020 PETERBILT MODEL 520 (WHICH NEEDS NEW PACKING CYLINDERS TO BE OPERATIONAL – EST. \$8,273 COST).
- IV. THIS NEW UNIT WE ARE PURCHASING WILL REPLACE UNIT 405 – A 2011 PETERBILT MODEL 320.

(SUPPORTING MATERIALS IN PACKET: AGENDA FORM; PETERBILT BID; BID TABULATION SHEET.)

- B. PIPE FOR GROUND WATER PLANT – WATER DEPARTMENT –** THIS PURCHASE IS FOR THE PIPE AND MATERIALS NEEDED FOR OUR WATER CONSTRUCTION PERSONNEL TO RE-ROUTE A WATER LINE THAT RUNS FROM WELL #6 TO THE GROUND WATER PLANT. THE LINE CURRENTLY RUNS UNDER THE SANITATION AND WATER CONSTRUCTION FACILITY AND WAS DISCOVERED DURING THE CONSTRUCTION OF THAT PROJECT AND DETERMINED IT BEST TO RE-ROUTE THE LINE IN THE EVENT WE EVER HAVE TO WORK ON IT SO THAT IT IS NOT UNDER OUR BUILDING. THE LOW QUOTE IS FROM FERGUSON WATERWORKS OUT OF MACON IN THE AMOUNT OF \$69,985.39. WE WILL PERFORM THIS WORK OURSELVES, SO THIS IS JUST TO PURCHASE THE NECESSARY MATERIALS. THIS WILL BE EXPENSED TO ACCOUNT #320-4440-541312 (SPLOST '18 - BUILDING AND BUILDING IMPROVEMENTS – SANITATION AND WATER CONSTRUCTION FACILITY PROJECT). STAFF RECOMMENDS YOU APPROVE THE PURCHASE OF THESE MATERIALS FROM FERGUSON WATERWORKS.  
(SUPPORTING MATERIALS IN PACKET: AGENDA FORM; FERGUSON WATERWORKS QUOTE; DUBLIN WINWATER QUOTE; CONSOLIDATED PIPE QUOTE).

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**4. APPOINTMENT OF THE MUNICIPAL COURT JUDGE AND ACCEPTANCE OF A CONTRACT FOR SERVICES WITH LAUREN SHURLING KIRKLAND.**

PURSUANT TO CITY CHARTER SECTION 2.11(A) YOU ARE TO APPOINT THE MUNICIPAL COURT JUDGE EACH YEAR AT THE ORGANIZATIONAL MEETING OF THE YEAR (FIRST MEETING OF THE YEAR). THE MUNICIPAL COURT JUDGE MUST BE AN ATTORNEY AT LAW LICENSED TO PRACTICE LAW IN THE STATE OF GEORGIA FOR AT LEAST TWO YEARS. DUE TO A CHANGE IN STATE LAW (SEE OCGA 36-32-2) WE ARE REQUIRED TO MAKE THIS APPOINTMENT FOR A TWO-YEAR TERM NOW. THEREFORE, YOUR NEXT APPOINTMENT OF THE MUNICIPAL COURT JUDGE WON'T BE UNTIL JANUARY 2027. THE MAYOR ALSO CASTS A VOTE FOR THIS APPOINTMENT. THE PERSONNEL COMMITTEE HAS RECOMMENDED THE REAPPOINTMENT OF LAUREN KIRKLAND AS THE MUNICIPAL COURT JUDGE AND IT IS MY UNDERSTANDING SHE IS WILLING TO CONTINUE SERVING. THE MUNICIPAL COURT JUDGE IS PAID OUT OF THE PROFESSIONAL SERVICES LINE OF THE MUNICIPAL COURT BUDGET (ACCOUNT #100-2650-521200).

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(SUPPORTING MATERIALS IN PACKET: AGENDA FORM; MUNICIPAL COURT JUDGE CONTRACT; OATH OF OFFICE; OCGA 36-32-2; AND OCGA 36-32-2.1).

**5. ADMINISTRATION OF THE OATH OF OFFICE OF THE MUNICIPAL COURT JUDGE**

SUPERIOR COURT JUDGE JON HELTON WILL BE IN ATTENDANCE TO ADMINISTER THE OATHS OF OFFICE FOR THE EVENING. ALL OF THE OATHS BEING ADMINISTERED DURING THE MEETING ARE INCLUDED IN YOUR PACKETS.

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**6. APPOINTMENT OF THE CITY ATTORNEY**

PER CITY CHARTER SECTION 2.11(A) YOU ARE TO MAKE THIS APPOINTMENT ANNUALLY AT THE FIRST MEETING OF THE YEAR. THE CITY ATTORNEY MUST BE AN ATTORNEY AT LAW LICENSED TO PRACTICE LAW IN THE STATE OF GEORGIA FOR AT LEAST TWO YEARS. THE MAYOR ALSO CASTS A VOTE FOR THIS APPOINTMENT. THE OATH OF OFFICE IS IN YOUR MATERIALS. IT IS MY UNDERSTANDING THAT THE PERSONNEL COMMITTEE RECOMMENDS THE REAPPOINTMENT OF MR. DUKE GROOVER AND HE IS WILLING TO CONTINUE SERVING THE CITY AT HIS CURRENT

HOURLY RATES. THE CITY ATTORNEY IS PAID OUT OF THE PROFESSIONAL SERVICES LINE IN THE LAW DEPARTMENT BUDGET (ACCOUNT #100-1530-521200).

(SUPPORTING MATERIALS IN PACKET: AGENDA FORM; OATH OF OFFICE; LETTER PROPOSAL FOR SERVICES JAMES BATES.)

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**7. ADMINISTRATION OF THE OATH OF OFFICE OF THE CITY ATTORNEY**

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**8. ELECTION OF THE MAYOR PRO TEMPORE**

SECTION 2.5 OF THE CITY'S CHARTER STATES THAT THE MAYOR AND COUNCIL, BY MAJORITY VOTE, SHALL ELECT A COUNCIL MEMBER TO SERVE AS MAYOR PRO-TEM. THE MAYOR PRO-TEM SERVES IN THE ABSENCE OF THE MAYOR.

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**9. ELECTION OF THE CHAIRMAN OF COUNCIL**

CITY ORDINANCE SECTION 2-17 PROVIDES FOR THE POSITION OF A CHAIRMAN OF COUNCIL. THIS INDIVIDUAL PRESIDES OVER MEETINGS IN THE ABSENCE OR DISABILITY OF BOTH THE MAYOR AND THE MAYOR PRO-TEM. BY STATE LAW, THE CHAIRMAN OF COUNCIL ALSO IS DESIGNATED AS A RECIPIENT OF SERVICE OF ANTE LITEM NOTICES IN THE EVENT SOMEONE INTENDS TO BRING LITIGATION AGAINST THE CITY. (SEE OCGA 36-33-5(F)).

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**10. APPOINTMENT OF THE OFFICIAL GAZETTE**

MAYOR AND COUNCIL MUST APPOINT AN OFFICIAL GAZETTE TO SERVE AS THE LEGAL ORGAN FOR THE PUBLISHING OF REQUIRED LEGAL NOTICES. THIS REQUIREMENT STEMS FROM MANY REFERENCES WITHIN OUR CODE AND WITHIN STATE LAW TO THE "LEGAL ORGAN" OF THE CITY. THE COURIER HERALD HAS SERVED AS OUR LEGAL ORGAN FOR MANY YEARS AND IS THE LEGAL ORGAN FOR THE COUNTY.

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**11. DISCUSSION AND ACTION ON RESOLUTION #25-01 TO APPROVE AN AGREEMENT WITH FLOCK FOR FALCON CAMERAS**

WE'VE HAD MULTIPLE AGREEMENTS WITH FLOCK THROUGH THE YEARS AS WE HAVE ADDED VARIOUS CAMERAS TO OUR SYSTEM. THE PURPOSE OF THIS AGENDA ITEM IS TO MERGE TWO EXISTING CONTRACTS INTO ONE TO GET MORE FAVORABLE PRICING LONG-TERM. THIS IS CONCERNING FLOCK FALCON (LICENSE PLATE READER) CAMERAS. THE NEW AGREEMENT COMBINES 10 CAMERAS FROM THE FIRST FLOCK CONTRACT WITH 19 THAT WERE ADDED MORE RECENTLY (2023). IT WILL ALSO DELETE TWO UNNECESSARY FLOCK FALCON FLEX ALPR CAMERAS (PORTABLE BATTERY OPERATED CAMERAS) THAT WE NO LONGER HAVE A NEED FOR. THE TOTAL PRICING FOR THE 29 CAMERAS IS \$72,500 PER YEAR, WHICH EQUATES TO \$2,500 PER CAMERA PER YEAR AND THIS PRICE IS LOCKED IN FOR THE TERM OF THE AGREEMENT, WHICH CAN BE UP TO 60 MONTHS, BUT WE CAN TERMINATE EACH YEAR AS PROVIDED BY STATE LAW. WE DO BUDGET FOR THIS AND IT IS PAID OUT OF EQUIPMENT RENTAL AND LEASE ACCOUNT OF POLICE – CRIMINAL INVESTIGATION (ACCOUNT #100-3221-522320). IN ADDITION TO THIS, WE WILL BE ENTERING INTO A SEPARATE AGREEMENT FOR TWO ADDITIONAL STATIONARY CAMERAS (TO REPLACE THE ONES THAT WERE REMOVED) BUT FLOCK IS REQUIRING THIS TO BE DONE UNDER A SEPARATE CONTRACT BECAUSE THE RATE FOR THOSE IS GOING TO BE \$3,000 EACH PER YEAR. THE CITY MANAGER WILL APPROVE THIS CONTRACT SINCE IT IS WITHIN HIS SPENDING LIMIT. IT WILL ALSO BE FUNDED FROM THE SAME ACCOUNT. WE HAVE \$78,000 BUDGETED FOR THESE CAMERAS. STAFF RECOMMENDS YOU APPROVE THE RESOLUTION TO ACCEPT THE CONTRACT.

(SUPPORTING MATERIALS IN PACKET: AGENDA FORM; RESOLUTION #25-01; FLOCK JUSTIFICATION SHEET; FLOCK-DUBLIN AGREEMENT; OLD AGREEMENTS).

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**12. DISCUSSION AND ACTION ON BOARD APPOINTMENTS**

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**13. CITIZENS COMMENTS**

**14. COUNCIL COMMENTS**

**15. EXECUTIVE SESSION IF NEEDED TO DISCUSS REAL ESTATE, PENDING LITIGATION, OR PERSONNEL.**

STAFF IS REQUESTING THE COUNCIL CONSIDER GOING INTO EXECUTIVE SESSION TO DISCUSS REAL ESTATE.

**16. ADJOURNMENT.**

The regular meeting of the Mayor and Council was held at Dublin City Hall, on Thursday, December 5, 2024 at 5:30 P.M.

Mayor Joshua Kight called the meeting to order. Council members Bill Brown, Tess Godfrey, Sara Kolbie, Paul Griggs, and Chris Smith were present. Council members Bennie Jones and Rich Mascaro were absent. The invocation was given by Emory Bostic followed by the pledge of allegiance to the flag.

SPECIAL PRESENTATION

Council recognized the Tri-County Elite Football Team for winning the Southeastern Conference Finals and wish them luck in the Nationals in Naples, Florida on Sunday. This event will be televised on ESPN. Tri-County Elite Football Team is group of kids from the community who are participating in a football team being coached by Patrick Rebel and Thomas Walker.

APPROVAL OF THE NOVEMBER 21, 2024 COUNCIL MEETING

A motion was made by Councilman Griggs and seconded by Councilman Smith to approve the minutes. The motion carried 5/0.

APPROVAL OF BILLS OVER \$15,000

A motion was made by Councilman Griggs and was seconded by Councilwoman Godfrey to approve the following bills. The motion carried 5/0.

CHECK#	DATE	PAYMENT TO	PURCHASE	AMOUNT
DFT0002533	11/18/24	Georgia Department of Revenue	Sales Tax-Oct 2024	16,354.98
42546	11/21/24	Ryland Oil Company	Restock Fuel	25,299.20
42545	11/21/24	RPI Underground, Inc.	Dublin Industrial Sewer Project	261,431.48
42486	11/21/24	C.E. Garbutt Construction Co.	Oconee Gym Renovation	41,461.92
CSHOct24	11/21/24	Municipal Gas Authority of GA	Gas Purchase	16,810.98
MGAGOct24	11/21/24	Municipal Gas Authority of GA	Gas Purchase	737,787.26
42603	11/26/24	Thomas & Hutton Engineering Co.	Woodlawn-Claxton/Madison St.	61,878.64
Retirement1124	11/26/24	GMEBS-Retirement Trust Fund	November 2024 Admin Fees	165,768.33
DFT0002573	11/27/24	Internal Revenue Service	Payroll Taxes	136,922.67
DFT0002572	11/27/24	Department of Revenue	Payroll Taxes	22,424.75
			Total:	\$1,486,140.21

APPROVAL OF PURCHASES OVER \$15,000

There were two purchases for council consideration.

Patrol Rifles - Staff budgeted to purchase 15 rifles for the patrol division of the police department. The police department currently have 63 rifles in the department on loan through military surplus and due to the good work of our purchasing department, this purchase is to replace 23 under a statewide



contract. The purchase is for 23 rifles from GT Distributors, Inc. In Austin, Tx, at a rate of \$894.94 each totaling \$19,548.62. This is just under our budget of \$19,875.00. This will be paid for out of the Other Equipment line item of Police-Patrol's Budget (Account #100-3223-542500).

Parker Dairy Replacement Windows for the Water Plant- Staff budgeted to replace the windows in the surface water plant on Parker Dairy Road as a part of a larger project to also renovate the old lab of the facility. Staff has been able to find a turn-key contractor through a sourcewell statewide contract. This purchase is for 18 new YKK YES45 TU thermally broken storefront style frames with high performance sill pan windows. This service includes the removal of the current windows and installation of the new. The total cost is \$46,690.21 and is from Lynn Construction Contracting, Inc. out of Claxton, Georgia. This will be charged to '24 SPL0ST Account #322-4430-541300.

Councilwoman Godfrey made a motion to approve the purchases and seconded by Councilwoman Kolbie. The motion carried 5/0 to approve.

#### SECOND READING AND PUBLIC HEARING OF ORDINANCE #24-07 TO AMEND THE FY'25 BUDGET.

City Manager Powell read ordinance #24-07 to amend the budget for the fiscal year ending June 30, 2025. The purpose of this amendment is to ensure budgetary compliance and provide greater transparency of the city's fiscal operations. Total Revenues and Expenditures were originally budgeted at \$95,364,169 and they are being amended to be \$96,828,144 with this ordinance. Mayor Kight closed the council meeting and opened the public hearing. No citizens spoke in favor or opposition of the ordinance. Mayor Kight closed the public hearing and reopened the council meeting. Councilman Griggs made a motion to approve the ordinance and seconded by Councilman Smith. City Clerk Browning called the roll for a vote. The vote carried 5/0 to approval.

#### DISCUSSION AND ACTION ON RESOLUTION #24-54 FOR AN MOU WITH OCONEE FALL LINE TECHNICAL COLLEGE ("OFTC") FOR THE USE OF 511 CHARLES MANNING WAY ("OCC") FOR EDUCATIONAL SERVICES AND RESOURCES

City Manager Powell read resolution #24-54 to accept and approve the terms of a memorandum of understanding with Oconee Fall Line Technical College to provide Adult Educational Resources at the location of 511 Charles Manning Sr. Way. Oconee Fall Line Technical College offers free classes to individuals seeking their GED, basic skills instruction, workplace literacy, and digital literacy skills for adults. There are currently approximately 10 students being served at the Oconee Cultural Center. OFTC continually seeks to offer these classes at alternate locations where they are closest to those who will most benefit from their programs. The city has been leasing a space at the Oconee Cultural Center for many years now and OFTC requires the agreement to be updated annually. This would be for the current year (which actually began in July 2024 - and has automatic renewal provisions for one year at a time. The city will provide the facility for no cost in exchange for them providing these services to the local community. Councilwoman Kolbie made a motion to approve the resolution and seconded by Councilwoman Godfrey. The motion carried 5/0 to approve.

DISCUSSION AND ACTION ON RESOLUTION #24-55 TO APPROVE A CONTRACT TO LEASE SPACE FOR CONGRESSMAN ALLEN

City Manager Powell read resolution #24-55 to accept and approve the terms and of an agreement for office space for the Office of Representative Rick W. Allen. City Hall has been for many years leased office space to our U.S. Representative's office and it is required that this lease be renewed with each election. The lease provides no rental, but we have the benefit of having direct access to a U.S. Representative's office, which has been helpful to us in the past. This office provides any citizen with direct access to the representative's office for assistance with any federal agency, including, but not limited to the VA, IRS, and Housing and Urban Development (HUD). Many people in the community come to city hall to get assistance from this office. Councilman Griggs made a motion to approve the resolution and seconded by Councilwoman Kolbie. The motion carried 5/0 for approval.

DISCUSSION AND ACTION ON RESOLUTION #24-56 TO ESTABLISH CITY COUNCIL MEETING TIMES

City Manager Powell read resolution #24-56 adopting and approving council meeting times per City Ordinance Section 2-18; to repeal conflicting ordinances and resolutions. The resolution will establish starting in 2025 that the first meeting of the month (1<sup>st</sup> Thursday) is held at 5:30PM and the second meeting of the month (3<sup>rd</sup> Thursday) is held at 12:00PM. City Ordinance Section 2.18 provides that the regular meetings of the city council are held on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month. Councilwoman Godfrey made a motion to approve the resolution and seconded by Councilman Griggs. The motion carried 5/0 for approval.

DISCUSSION AND ACTION ON RESOLUTION #24-57 TO APPROVE A QUITCLAIM EASEMENT FROM THE CITY TO CONTINENTAL FARMING ACCESS & SISTERLAND, LLC

City Manager Powell read resolution #24-57 to execute and deliver a quitclaim deed for a certain easement to Continental Farming Corporation and Sisterland LLC. The property and facility that houses WINGS off of Firetower Road. An adjacent property owner is selling the property and there is a matter that needs cleaning up in the title concerning an old ½ driveway easement that was quitclaimed to the adjacent property owner by the city back in 2005. The quitclaim only related to the portion of the easement that was on the city's property without addressing the portion of the easement that is on the property of Continental Farming Access & Sisterland, LLC. The purpose of the resolution is to get authorization from the council for the mayor to sign the necessary paperwork to the portion of the easement on the neighboring property will have clear title. Councilman Smith made a motion to approve the resolution and seconded by Councilman Griggs. The motion carried 5/0 for approval.

**DISCUSSION AND ACTION ON RESOLUTION #24-58 TO AUTHORIZE A CONTRACT FOR THE HILBURN PARK DESIGN BUILD**

City Manager Powell read resolution #24-58 to approve the award of a contract to Garbutt Construction Company for the Hilburn Park Design Build Project and Pritchett Street Park. Staff solicited proposals for the remaining architectural services and design work

and construction of Hilburn Park. Bids includes the walking paths, the lighting, the landscaping, the bathroom facility (and also a bathroom facility for Pritchett Park as well) and also we will determine what will be able to be done with the front corner where the pickleball courts should go. The fee proposed is from Garbutt Construction and includes a 6% fee for Architectural and Engineering services (to be provided by Fry Design Group) and 8% fee for the Design-Builder fee. Both percentages would be of the total construction cost of the project, which we have estimated to be \$1,000,000 (for all of Hilburn and the bathroom facility at Pritchett). The resolution will authorize us to engage with Garbutt for this work with these fee percentages. The proposed timeline for the project is to be completed by early summer of 2025. This will be paid for out of Account #100-6225-541225(Hilburn) and #100-6226-541226-541226(Pritchett) - Site Improvements. Councilman Smith made a motion to approve the resolution and seconded by Councilman Griggs. The motion carried 5/0 for approval.

#### DISCUSSION AND ACTION ON ADDITIONAL TRAVEL FOR COUNCIL MEMBERS BENNIE JONES AND CHRIS SMITH

Per the current travel policy, Staff is submitting for approval for Councilmen Jones and Smith to attend the National League of Cities conference in Washington, DC from March 7<sup>th</sup> through the 13<sup>th</sup>, 2025. Staff have reserved a hotel room and airline tickets for both and after their mileage and per diem, they will exceed their travel budgets by approximately \$1,200 each. In order to authorize this additional travel, staff needs council to approve this trip for the two council members. Councilwoman Kolbie made a motion to approve and seconded by Councilwoman Godfrey. The motion carried 5/0 for approval.

#### CITIZEN COMMENTS

No citizen comments.

#### COUNCIL COMMENTS

City Treasurer Daniels had no comments.

City Clerk Browning had no comments.

City Attorney Groover had no comments.

Councilman Brown wished everyone a Merry Christmas.

Councilwoman Godfrey thanked everyone for coming. Wished everyone a Merry Christmas.

Councilwoman Kolbie wished Councilwoman Godfrey a Happy Birthday and wished everyone a Merry Christmas.

Councilman Smith thanked everyone for coming and wished everyone Happy Holidays.

Councilman Griggs thanked everyone for coming and wished everyone a Merry Christmas.

City Manager Powell wished everyone a Merry Christmas and Happy New Year. Also updated the citizens on Madison Street Project and the City of Dublin new website.

#### ADJOURNMENT

Councilman Smith made a motion to adjourn to executive section to discuss personnel issues and seconded by Councilwoman Kolbie. The motion carried 5/0 to adjourn. No action was taken and there being no further business, Mayor Kight adjourned the meeting at 6:32 P.M.

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Joshua E. Kight, Mayor

ATTEST:

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Heather M. Browning, City Clerk

Payment #	Date	Total	Vendor Name
DFT0002591	12/23/2024	\$ 134,127.97	INTERNAL REVENUE SERVICE
MGAGCSHNov24	12/23/2024	\$ 24,419.57	MUNICIPAL GAS AUTHORITY OF GEORGIA
MGAGNov24	12/23/2024	\$ 879,827.79	MUNICIPAL GAS AUTHORITY OF GEORGIA
DFT0002592	12/23/2024	\$ 21,832.06	DEPARTMENT OF REVENUE
42795	12/20/2024	\$ 19,257.50	RYLAND OIL COMPANY
42792	12/20/2024	\$ 126,363.71	PAUL S. AKINS COMPANY, INC.
42800	12/20/2024	\$ 28,240.02	T. LAKE ENVIRONMENTAL DESIGN
42766	12/20/2024	\$ 373,412.13	C.E. GARBUTT CONSTRUCTION CO., INC.
42720	12/13/2024	\$ 44,090.40	LAURENS COUNTY SWMA
42688	12/13/2024	\$ 165,760.98	AXON ENTERPRISE INC.
42715	12/13/2024	\$ 100,676.00	HASLEY RECREATION, INC.
DFT0002588	12/13/2024	\$ 16,951.09	GA ENVIRONMENTAL FACILITIES AUTH.
DFT0002587	12/11/2024	\$ 144,056.82	INTERNAL REVENUE SERVICE
DFT0002586	12/11/2024	\$ 23,727.70	DEPARTMENT OF REVENUE
METLIFENOV-DE	12/10/2024	\$ 28,684.86	METLIFE
ONEAMERICADE	12/06/2024	\$ 15,618.12	ONE AMERICA
42656	12/05/2024	\$ 325,111.73	RPI UNDERGROUND, INC.
42653	12/05/2024	\$ 432,102.71	PAUL S. AKINS COMPANY, INC.
42622	12/05/2024	\$ 35,333.70	DOWNTOWN DEVELOPMENT AUTHORITY
42611	12/05/2024	\$ 15,250.00	A&H SERVICES LLC
42624	12/05/2024	\$ 1,194,277.49	DUBLIN BOARD OF EDUCATION
42667	12/05/2024	\$ 70,667.28	VISIT DUBLIN GA
42668	12/05/2024	\$ 60,000.00	DUBLIN-LAURENS LAND BANK
42645	12/05/2024	\$ 20,182.92	LAURENS COUNTY LIBRARY
42662	12/05/2024	\$ 18,274.44	T. LAKE ENVIRONMENTAL DESIGN
LIFEHEALTHDEC	12/05/2024	\$ 230,098.33	GMEBS - LIFE & HEALTH INSURANCE TRUST FUND
42640	12/05/2024	\$ 52,740.00	HARDY CHEVROLET BUICK GMC
42632	12/05/2024	\$ 90,800.90	GA POWER COMPANY
42657	12/05/2024	\$ 20,148.09	RYLAND OIL COMPANY
42628	12/05/2024	\$ 70,667.28	DUBLIN-LAURENS CO. RECREATION
Totals:			
		\$4,782,701.59	

Payment #	Date	Total	Vendor Name
DFT0002591	12/23/2024	\$ 134,127.97	INTERNAL REVENUE SERVICE
MGAGCSHNov24	12/23/2024	\$ 24,419.57	MUNICIPAL GAS AUTHORITY OF GEORGIA
MGAGNov24	12/23/2024	\$ 879,827.79	MUNICIPAL GAS AUTHORITY OF GEORGIA
42818	12/23/2024	\$ 1,176.92	OFFICE OF THE CHAPTER 13
42819	12/23/2024	\$ 210.00	PEACE OFFICERS A & B FUND OF
DFT0002592	12/23/2024	\$ 21,832.06	DEPARTMENT OF REVENUE
42814	12/23/2024	\$ 2,423.65	FAMILY SUPPORT REGISTRY
DFT0002593	12/23/2024	\$ 11,220.00	NATIONWIDE RETIREMENT SOLUTIONS
DFT0002594	12/23/2024	\$ 680.00	NATIONWIDE RETIREMENT SOLUTIONS
42815	12/23/2024	\$ 230.77	JAMEKIA DEON SNELL
42816	12/23/2024	\$ 304.00	MASSACHUSETTS DEPARTMENT OF REVENUE CHILD SUPPORT SERVICES DIVISION
42817	12/23/2024	\$ 369.23	NC CHILD SUPPORT CENTRALIZED COLLECTIONS
42813	12/23/2024	\$ 2,986.56	CITY OF DUBLIN
DFT0002596	12/23/2024	\$ 1,395.00	NEWPORT GROUP TRUST COMPANY
DFT0002595	12/23/2024	\$ 400.00	NEWPORT GROUP TRUST COMPANY
42781	12/20/2024	\$ 250.00	LAURENS CO. CLERK OF SUPERIOR COURT
42805	12/20/2024	\$ 740.79	THYSSENKRUPP ELEVATOR CORPORATION
42782	12/20/2024	\$ 1,000.00	LAURENS COUNTY SUPERIOR COURT
42770	12/20/2024	\$ 5,300.00	CLASSIC FLORIST & HOME DECOR, LLC
42799	12/20/2024	\$ 159.08	STAPLES BUSINESS ADVANTAGE
42795	12/20/2024	\$ 19,257.50	RYLAND OIL COMPANY
42764	12/20/2024	\$ 20.00	BTV SYSTEMS, INC.
42774	12/20/2024	\$ 50.13	DUBLIN TRUCK PARTS LLC
42811	12/20/2024	\$ 8,985.65	WILLIAMS PAINT & BODY SHOP INC
42798	12/20/2024	\$ 1,500.00	SMITH, VERNA L.
42771	12/20/2024	\$ 49.65	COCHRAN BROS. COMPANY, INC.
42807	12/20/2024	\$ 1,073.95	UTILITIES, CITY OF DUBLIN
42763	12/20/2024	\$ 33.90	BLACK'S SEED STORE INC.
42780	12/20/2024	\$ 162.00	JUAREZ, JAMIE
42793	12/20/2024	\$ 1,500.00	PORTER, ASHTON COLE
42809	12/20/2024	\$ 500.00	WATERS JR., HAL C.
42783	12/20/2024	\$ 2,800.00	LUDWIG, JOHN
42788	12/20/2024	\$ 180.00	NAVEDA, ALFONSO JOSE
42804	12/20/2024	\$ 400.00	THOMAS, EBONY A.
42757	12/20/2024	\$ 90.11	ACE HARDWARE OF EAST DUBLIN
42797	12/20/2024	\$ 898.16	SHARP ELECTRONICS CORPORATION
42776	12/20/2024	\$ 1,400.00	FEDERAL EASTERN INTERNATIONAL, LLC
42778	12/20/2024	\$ 1,620.00	JAG PREMIUM SERVICES LLC
42785	12/20/2024	\$ 720.00	MG DESIGNS
42806	12/20/2024	\$ 1,335.60	UKG KRONOS SYSTEMS LLC
42779	12/20/2024	\$ 475.00	JDM SERVICES
42792	12/20/2024	\$ 126,363.71	PAUL S. AKINS COMPANY, INC.
42768	12/20/2024	\$ 2,842.00	CINGO
42791	12/20/2024	\$ 88.17	OFFICE DEPOT, LLC
42786	12/20/2024	\$ 242.00	MINCEY, EARETS
42777	12/20/2024	\$ 6,193.90	GEORGIA MUNICIPAL ASSOC.
42796	12/20/2024	\$ 1,620.19	SAFETY PRODUCTS, INC.
42773	12/20/2024	\$ 242.00	DAVID PRICE JR.
42794	12/20/2024	\$ 2,500.00	RESOURCE & LAND CONSULTANTS
42772	12/20/2024	\$ 7,221.32	DATAPROSE, LLC
42760	12/20/2024	\$ 3,949.68	AMAZON BUSINESS
42790	12/20/2024	\$ 8,512.00	NUTTER & ASSOCIATES
42787	12/20/2024	\$ 1,126.53	NAPA-BROOKS AUTO PARTS
42759	12/20/2024	\$ 70.00	ALLEN'S HEATING & COOLING, INC.
42802	12/20/2024	\$ 50.05	THE SIGN STORE
42784	12/20/2024	\$ 1,678.28	MES - MUNICIPAL EMERGENCY SERVICES, INC.
42801	12/20/2024	\$ 109.98	THE SHERWIN-WILLIAMS COMPANY
42775	12/20/2024	\$ 511.84	DUNCAN TIRE COMPANY, INC.
42758	12/20/2024	\$ 157.50	ADMIN AMERICA, INC.
42812	12/20/2024	\$ 124.38	WINDSTREAM
42789	12/20/2024	\$ 10,000.00	NICHOLS, CAULEY & ASSOCIATES, LLC
42800	12/20/2024	\$ 28,240.02	T. LAKE ENVIRONMENTAL DESIGN
42810	12/20/2024	\$ 1,700.00	WHITE'S CLOCK AND CARILLON, INC.

42766	12/20/2024	\$ 373,412.13	C.E. GARBUTT CONSTRUCTION CO., INC.
42765	12/20/2024	\$ 2,728.00	BUBBA'S TIRE CENTER
42803	12/20/2024	\$ 31.98	THOMAS AUTO SUPPLY, INC.
42767	12/20/2024	\$ 3,777.91	CDW GOVERNMENT
OconeeNov24	12/18/2024	\$ 3,071.47	OCONEE ELECTRIC MEMBERSHIP CORPORATION
CharterGolfDec24	12/18/2024	\$ 200.08	CHARTER COMMUNICATIONS
CharterSaxonDec	12/18/2024	\$ 162.67	CHARTER COMMUNICATIONS
CharterWTPDec2	12/18/2024	\$ 119.98	CHARTER COMMUNICATIONS
CharterShamrock	12/18/2024	\$ 147.34	CHARTER COMMUNICATIONS
CharterWP1224	12/18/2024	\$ 132.03	CHARTER COMMUNICATIONS
DFT0002590	12/17/2024	\$ 14,722.58	GEORGIA DEPARTMENT OF REVENUE
DFT0002589	12/17/2024	\$ 532.20	GA. DEPT. OF REVENUE
42708	12/13/2024	\$ 305.90	ETCON EMPLOYMENT SOLUTIONS
42724	12/13/2024	\$ 1,645.64	MULLIS ELECTRICAL SUPPLY, LLC
42718	12/13/2024	\$ 2,550.50	KNIGHT DESIGNS
42723	12/13/2024	\$ 4,458.96	MES - MUNICIPAL EMERGENCY SERVICES, INC.
42685	12/13/2024	\$ 774.00	AMERICAN PATCH & EMBLEM CO
42721	12/13/2024	\$ 2,801.62	LITTLE OCMULGEE EMC
42731	12/13/2024	\$ 1,190.00	RICK'S AUTO GLASS & STOREFRONT INC
42735	12/13/2024	\$ 40.00	SHRED-CYCLE, INC.
42691	12/13/2024	\$ 945.00	BRIDGES ELECTRIC & MOTOR SERVICE INC
42744	12/13/2024	\$ 353.67	USA BLUEBOOK
42739	12/13/2024	\$ 862.42	THOMAS AUTO SUPPLY, INC.
42710	12/13/2024	\$ 178.50	FIRELINE, INC.
42712	12/13/2024	\$ 175.00	GEORGIA GOLF COURSE SUPERINTENDENTS ASSOCIATION, INC.
42692	12/13/2024	\$ 774.81	BUBBA'S TIRE CENTER
42707	12/13/2024	\$ 484.00	DUNCAN TIRE COMPANY, INC.
42738	12/13/2024	\$ 2,120.00	STATE BROADCASTING CORPORATION
42711	12/13/2024	\$ 550.00	GEORGIA EQUIPMENT, INC.
42733	12/13/2024	\$ 1,000.00	SAPP ENGINEERING AND SERVICES
42699	12/13/2024	\$ 1,026.00	COURIER HERALD (CLASSIFIED)
42686	12/13/2024	\$ 561.67	ANIMAL MEDICAL CLINIC OF LAURENS COUNTY
42701	12/13/2024	\$ 5,580.00	DELTA MUNICIPAL SUPPLY CO. INC.
42704	12/13/2024	\$ 144.00	DUBLIN SIGN COMPANY
42722	12/13/2024	\$ 1,555.00	MACON COMMUNICATIONS INC
42702	12/13/2024	\$ 6,550.00	DEXTER MEAT COMPANY LLC
42700	12/13/2024	\$ 9,500.00	CURTIS PERRY CONSTRUCTION INC.
42706	12/13/2024	\$ 60.40	DUBLIN TROPHY & ENGRAVING CO.
42690	12/13/2024	\$ 4,198.00	BRENNTAG MID-SOUTH, INC.
42720	12/13/2024	\$ 44,090.40	LAURENS COUNTY SWMA
42719	12/13/2024	\$ 390.00	LAURENS COUNTY SWMA
42726	12/13/2024	\$ 296.46	OFFICE DEPOT, LLC
42688	12/13/2024	\$ 165,760.98	AXON ENTERPRISE INC.
42734	12/13/2024	\$ 826.61	SHAMROCK BEVERAGE MART
42727	12/13/2024	\$ 275.00	PACE ANALYTICAL SERVICES, LLC
42749	12/13/2024	\$ 4,094.00	ZETA SOLUTIONS, LLC
42703	12/13/2024	\$ 1,695.00	DIXIE LAWN AND LANDSCAPING INC.
42714	12/13/2024	\$ 301.17	GRAINGER INTERNATIONAL
42694	12/13/2024	\$ 300.00	CAKE ART STUDIO
42729	12/13/2024	\$ 53.33	PHARIS, KAREN
42730	12/13/2024	\$ 65.00	PHOEBE'S PALS PET SALON & DAY SPA
42715	12/13/2024	\$ 100,676.00	HASLEY RECREATION, INC.
42732	12/13/2024	\$ 1,350.00	ROY'S
42717	12/13/2024	\$ 500.00	JAG PREMIUM SERVICES LLC
42741	12/13/2024	\$ 1,335.60	UKG KRONOS SYSTEMS LLC
42728	12/13/2024	\$ 4,627.72	PETERBILT OF DUBLIN
42705	12/13/2024	\$ 434.82	DUBLIN TRANSMISSION
42684	12/13/2024	\$ 25.00	AHL LOCKSMITH
42736	12/13/2024	\$ 20.99	SOUTHERN BUILDERS SUPPLY INC
42693	12/13/2024	\$ 43.87	BULLOCH FERTILIZER CO., INC.
42725	12/13/2024	\$ 8,750.00	NEW GROWTH LLC
42737	12/13/2024	\$ 814.63	STAPLES BUSINESS ADVANTAGE
DFT0002588	12/13/2024	\$ 16,951.09	GA ENVIRONMENTAL FACILITIES AUTH.
42696	12/13/2024	\$ 30.00	CLASSIC FLORIST & HOME DECOR, LLC

42689	12/13/2024	\$ 2,085.22	BLUE OTTER SOLUTIONS LLC
42709	12/13/2024	\$ 315.00	EVERETT BROTHERS PLUMBING CO.
42695	12/13/2024	\$ 180.25	CARL VINSON INST. OF GOVT.-UGA
42697	12/13/2024	\$ 13,602.51	CONSOLIDATED PIPE & SUPPLY COMPANY INC
42740	12/13/2024	\$ 25.00	U.S. DEPT. OF HOMELAND SECURITY
42742	12/13/2024	\$ 1,624.04	ULINE, INC.
42745	12/13/2024	\$ 8,968.39	UTILITIES, CITY OF DUBLIN
42687	12/13/2024	\$ 153.40	ARCHILA, PILAR
42743	12/13/2024	\$ 175.00	UNITED STATES GOLF ASSOCIATION
42716	12/13/2024	\$ 500.00	HAWKINS, INC.
42713	12/13/2024	\$ 260.00	GEORGIA LOCAL GOVERNMENT PERSONNEL ASSOCIATION
42681	12/11/2024	\$ 369.23	NC CHILD SUPPORT CENTRALIZED COLLECTIONS
DFT0002582	12/11/2024	\$ 1,395.00	NEWPORT GROUP TRUST COMPANY
DFT0002583	12/11/2024	\$ 600.00	NEWPORT GROUP TRUST COMPANY
42679	12/11/2024	\$ 230.77	JAMEKIA DEON SNELL
42680	12/11/2024	\$ 304.00	MASSACHUSETTS DEPARTMENT OF REVENUE CHILD SUPPORT SERVICES DIVISION
DFT0002584	12/11/2024	\$ 680.00	NATIONWIDE RETIREMENT SOLUTIONS
DFT0002585	12/11/2024	\$ 11,920.00	NATIONWIDE RETIREMENT SOLUTIONS
40990	12/11/2024	\$ (65.43)	ASHLEY & DERRICK SHEPHERD
40991	12/11/2024	\$ (54.24)	AUILLA CANADY
40997	12/11/2024	\$ (16.23)	WENDY P & DAVID A WONGK
40995	12/11/2024	\$ (33.30)	OLIVER ANNIE LOU
40993	12/11/2024	\$ (11.05)	LETHA BAILEY
DFT0002587	12/11/2024	\$ 144,056.82	INTERNAL REVENUE SERVICE
DFT0002586	12/11/2024	\$ 23,727.70	DEPARTMENT OF REVENUE
42678	12/11/2024	\$ 2,423.65	FAMILY SUPPORT REGISTRY
METLIFENOV-DE	12/10/2024	\$ 28,684.86	METLIFE
42669	12/07/2024	\$ 13,260.00	AIR EVAC LIFETEAM
ONEAMERICADE	12/06/2024	\$ 15,618.12	ONE AMERICA
42656	12/05/2024	\$ 325,111.73	RPI UNDERGROUND, INC.
42643	12/05/2024	\$ 175.00	JDM SERVICES
42653	12/05/2024	\$ 432,102.71	PAUL S. AKINS COMPANY, INC.
42654	12/05/2024	\$ 555.03	PETERBILT OF DUBLIN
42652	12/05/2024	\$ 8,750.00	NEW GROWTH LLC
42642	12/05/2024	\$ 810.00	JAG PREMIUM SERVICES LLC
42664	12/05/2024	\$ 4,092.48	UKG KRONOS SYSTEMS LLC
42659	12/05/2024	\$ 1,113.54	SOLID WASTE APPLIED TECHNOLOGIES INC.
42660	12/05/2024	\$ 368.15	SOUTHERN BUILDERS SUPPLY INC
HD120524	12/05/2024	\$ 926.28	HOME DEPOT
42620	12/05/2024	\$ 889.55	CROWN CASTLE INTERNATIONAL CORP
42618	12/05/2024	\$ 1,511.24	BULLOCH FERTILIZER CO., INC.
42647	12/05/2024	\$ 292.00	LEXISNEXIS
42625	12/05/2024	\$ 9,250.00	DUBLIN DEVELOPMENT AUTHORITY
42622	12/05/2024	\$ 35,333.70	DOWNTOWN DEVELOPMENT AUTHORITY
42644	12/05/2024	\$ 140.00	JOHNSON'S WRECKER SERVICE INC
42613	12/05/2024	\$ 2,400.00	ALTERRA DATA SECURITY, LLC
42641	12/05/2024	\$ 1,302.45	J.B. CLARK OIL COMPANY
42651	12/05/2024	\$ 157.39	NAPA-BROOKS AUTO PARTS
42614	12/05/2024	\$ 4,239.08	ALTERRA NETWORKS LLC
42615	12/05/2024	\$ 134.00	BENNETT FIRE PRODUCTS CO., INC.
42650	12/05/2024	\$ 675.07	MULLIS ELECTRICAL SUPPLY, LLC
42611	12/05/2024	\$ 15,250.00	A&H SERVICES LLC
42624	12/05/2024	\$ 1,194,277.49	DUBLIN BOARD OF EDUCATION
42630	12/05/2024	\$ 252.70	ETCON EMPLOYMENT SOLUTIONS
42667	12/05/2024	\$ 70,667.28	VISIT DUBLIN GA
42668	12/05/2024	\$ 60,000.00	DUBLIN-LAURENS LAND BANK
42663	12/05/2024	\$ 407.86	THOMAS AUTO SUPPLY, INC.
42645	12/05/2024	\$ 20,182.92	LAURENS COUNTY LIBRARY
42638	12/05/2024	\$ 2,256.31	GREAT AMERICAN, INC.
42619	12/05/2024	\$ 10,674.72	CHEMRITE, INCORPORATED
42617	12/05/2024	\$ 3,162.00	BUBBA'S TIRE CENTER
42627	12/05/2024	\$ 703.50	DUBLIN OUTDOORS & POWERSPORTS LLC
42662	12/05/2024	\$ 18,274.44	T. LAKE ENVIRONMENTAL DESIGN
42648	12/05/2024	\$ 98.46	MAIL & MORE



42626	12/05/2024	\$	681.50	DUBLIN FORD LINCOLN MERCURY, INC.
42629	12/05/2024	\$	297.90	DUNCAN TIRE COMPANY, INC.
42621	12/05/2024	\$	54.56	CULLENS SUPPLY & ENGINE SERVICE, INC
42665	12/05/2024	\$	2,855.36	UTILITIES, CITY OF DUBLIN
LIFEHEALTHDEC	12/05/2024	\$	230,098.33	GMEBS - LIFE & HEALTH INSURANCE TRUST FUND
42623	12/05/2024	\$	3,915.75	DRUG & ALCOHOL TESTING OF GA, INC.
42640	12/05/2024	\$	52,740.00	HARDY CHEVROLET BUICK GMC
42655	12/05/2024	\$	6,780.27	POLYTEC, INC.
FOREUPDEC24	12/05/2024	\$	475.00	FOREUP GOLF SOFTWARE
42616	12/05/2024	\$	912.30	BOBCAT OF MACON
42646	12/05/2024	\$	21.00	LAURENS COUNTY TAX COMMISSIONER
42632	12/05/2024	\$	90,800.90	GA POWER COMPANY
42636	12/05/2024	\$	569.20	GA POWER COMPANY
42658	12/05/2024	\$	1,500.00	SMITH, Verna L.
42631	12/05/2024	\$	344.50	EXECUTIVE CPR & FIRST AID
42637	12/05/2024	\$	4,000.00	GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
42649	12/05/2024	\$	276.78	MARISSA MOON
42661	12/05/2024	\$	59.00	SOUTHERN PRINTING COMPANY, INC
42612	12/05/2024	\$	14,250.00	ABS, INC.
42657	12/05/2024	\$	20,148.09	RYLAND OIL COMPANY
196	12/05/2024	\$	242.47	SIRCHIE ACQUISITION COMPANY, LLC
42628	12/05/2024	\$	70,667.28	DUBLIN-LAURENS CO. RECREATION
<b>Totals:</b>				
			<b>\$5,137,985.70</b>	



## Dublin City Council Agenda Item Memorandum

To be an item for consideration on the Dublin City Council Meeting Agenda, This form, Must be in the City Manager's Office no later than 5:00 P.M. on the Wednesday the week prior to a City Council Meeting.

To: Mayor and Council

From: **Garbage Department**

Request Date: **12/30/24**

Agenda Date: **1/2/25**

Proposed Agenda Title and Description:

**Purchase of front loader garbage truck**

Budgeted: Yes ☒ No ☐

If **YES**: What is the Account Name & Number: **540-4520-542200**

Budget Amount: **\$375,000.00**

Purchase Cost: **\$349,196.05**

Over/Under Budget +/-: **under by \$25,803.95**

Plan for Budget Overage:

If **NO**: How do you plan to pay for item?

Recommendation and Justification:

Recommendation from bid tabulation is to purchase the 2026 Peterbilt 520 with a New Way Body for \$349,196.05 from Peterbilt that should be delivered in the 3rd quarter of 2025.

Department Head Signature:



**CITY OF DUBLIN  
INVITATION TO BID  
BID #24-11-002**

OPENED  
DEC 16 '24  
CITY OF DUBLIN  
2:00 PM

Issue Date: November 13, 2024  
OPENING DATE AND TIME: December 9, 2024 at 2:00 PM

The City of Dublin will receive sealed bids for furnishing supplies or services at:

**CITY OF DUBLIN PURCHASING OFFICE  
702 E MADISON ST.  
DUBLIN, GA 31021**

Bids will be publicly opened and read on the above stated date and time, local time prevailing. Late bids will not be accepted. No extension of the bidding period will be made. The City reserves the right to award a bid to multiple bidders when more than one item appears in a bid package.

Purchase requested by: Solid Waste Dept.

ITEM	SUPPLIES/SERVICES	QTY.	UNIT COST	TOTAL COST
1.	2024-2025 Front Loader Refuse Collection Garbage Truck per attached specs	1 each	\$ <u>Type text here</u>	\$ <u>349,196.05</u>

f.o.b. Dublin

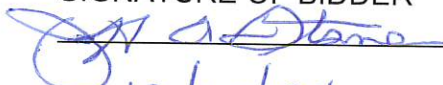
Delivery Time: \_\_

3<sup>rd</sup> quarter 2025

\*\*W-9 (Rev. March 2024) must be provided with bid.

\*\*Supporting literature must be provided with bid. P

In compliance with the above, the undersigned offers and agrees, if this bid is accepted within sixty (60) calendar days from the date of opening, to furnish any and all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule. Items on bid are exempt from federal excise tax and Georgia sales and use tax. Title shall pass to the City only upon actual receipt and acceptance of the items. In the event there is a discrepancy between the unit price and the extended price, the unit price shall govern. Terms are N30. Bids will not be accepted via facsimile or e-mail. \_\_\_\_\_ (Please initial)

NAME & ADDRESS OF BIDDER		SIGNATURE OF BIDDER	
<b>Peterbilt of Augusta, LLC.</b>			
2923 Riverwest Dr		12/12/24	
Augusta, GA 30907		DATE	
762-250-1300			
PHONE NUMBER & FAX NUMBER		SIGNER'S NAME & TITLE (Type or Print)	
		Jeff A Stone	
		Vice President	
E-Mail: jstone@peteratlanta.com			

For information regarding this bid, contact David Sawyer, Purchasing Dir., at [sawverd@dublinga.org](mailto:sawverd@dublinga.org).

## INSTRUCTIONS FOR BIDDERS

- I. Bids must be received by the designated date and time.  
Late bids will not be accepted.
  - II. Bids must be delivered to:  
  
City of Dublin - Purchasing Department  
P. O. Box 690  
702 E Madison St. (31021)  
Dublin, GA 31040  
ATTN: David Sawyer
  - III. Bids must be sealed with the bid number clearly printed on the outside of the envelope.
  - IV. Bids must be complete and include:
    - A. Completed Bid Proposal Form
    - B. Executed Affidavit of Non-Collusion
    - C. Executed Bidder's Declaration
- All bids submitted shall be subject to acceptance or rejection and the City of Dublin specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.
  - Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid/proposal **IN THE SPACE PROVIDED** may be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures are not acceptable.
  - All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
  - If only one bid is received, the bid will be forwarded to the Mayor and Council for a determination to accept and award the bid or to reject and re-bid.
  - Bids requiring bid bonds will not be read or considered if bond is not enclosed. Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
  - Bids must meet or exceed the specifications in order to be considered by the City of Dublin. Any reference to brand name is to be considered generic. The City of Dublin reserves the right to award a bid to more than one bidder when two or more items appear on the bid schedule. Awards will be based on the lowest and best bid with local vendors within the City of Dublin receiving a 3% preference. Payment terms are N30 unless otherwise stated in the bid.
  - Bidders shall submit all required forms and information simultaneously with sealed bids, which forms and information become a part of the property of the City of Dublin and will not be returned to bidders
- City of Dublin Bid #24-11-002 – 2024-2025 Front Loader Refuse Collection Garbage Truck 3

unless a written request to withdraw is received prior to the designated date and time of the bid opening.

- It shall be the responsibility of all bidders to indicate the brand name and model or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide the requested data or product demonstrations and/or sample may be considered valid justification for rejection of bid.
- All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and City Council that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
- When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by a list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interest of the City to do so for the purpose of testing.
- The unauthorized use of patented articles is done entirely at risk of successful bidder.
- The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
- Only the latest model equipment as evidenced by the manufacturer's current published literature, will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
- A contract will not be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City or who has failed in any former contract with the City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
- Contracts may be cancelled by the City with or without cause with 30-day written notice.



## BIDDER'S DECLARATION


The bidder understands, agrees and warrants:

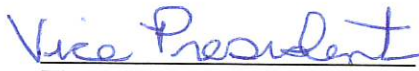
- That the bidder has carefully read and fully understands the full scope of the specifications.
- That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
- That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to the scheduled bid opening, but may not be withdrawn after such date and time.
- That the City of Dublin reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Dublin reserves the right to award the bid to separate bidders when more than one item appears on the schedule. The City of Dublin reserves the right to waive any technicalities and formalities in the bidding.
- That the bidder understands that these specifications are the minimum requirements and must be met or exceeded in order to be considered by the City of Dublin. The bidder acknowledges that the item bid is suitable for the intended application.
- That by submission of this bid the bidder acknowledges that the City of Dublin has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

  
Name

  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

AFFIX CORPORATE SEAL (if applicable)

## TERMS AND CONDITIONS – INVITATION TO BID

1. **CHANGES:** No change will be made to this invitation except by written modification by the City Purchasing Office. Requests for changes must be in writing and received at least ten (10) calendar days prior to the time set for opening of the bids.

2. **FOB POINT:** Bid price to include shipping, packing, crating, and unloading at the address in the BID SCHEDULE. Title to remain with vendor until fully accepted by the City. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at City's direction. All bid responses received will be F.O.B. Dublin. Due to volume of order, delivery shipment schedule will be coordinated between the successful bidder and the City of Dublin.

3. **RISK OF LOSS:** Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.

4. **BID IDENTIFICATION:** All bids submitted as a result of this invitation must be returned in a sealed envelope with the bid number on the envelope.

5. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened.

6. **BID BONDS:**     A. Bid Bond: not required  
                          B. Payment and Performance Bonds: not required

7. **SITE INSPECTIONS:** When applicable, bidders should inspect the site to ascertain the nature and location of work and the general conditions which could affect the cost of the work. The City will assume no responsibility for representations or understandings made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.

8. **AWARD OF CONTRACT:** Awards will be made to that responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the City. Prices will not necessarily be controlling, but quality, equality, efficiency, delivery, suitability of item(s) offered, maintainability, and reputation of item(s) in general use will also be considered with any other relevant factors. The City reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract(s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of the City of Dublin.

8.1: In accepting this contract, the vendor attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.



**9. EXCEPTIONS TO SPECIFICATIONS:** Any award resulting from this invitation shall bind the bidder to all Terms, Conditions, and Specifications set forth in this invitation. Bidders whose bids do not conform should so note on a separate page if necessary and/or on the **Bid Schedule**. While the City reserves the right to make an award to a nonconforming bidder when in the best interest of the City, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the City unless incorporated in an award resulting from this invitation and so stated.

**10. BID RESULTS:** Interested parties may request, in writing, a **Bid Tabulation** by sending a self-addressed, stamped envelope with their request to City of Dublin Purchasing Department, P.O. Box 690, Dublin, GA 31040. Tabulations may also be requested by e-mail to [sawyerd@dublinga.org](mailto:sawyerd@dublinga.org).

**11. PAYMENT:** Payments will be made upon all items completed each month or completion of all work and acceptance by City on invoices submitted and approved by the proper city representative within thirty (30) days of receipt of invoice unless discounts apply (see item #13). Invoices are to be submitted to: City of Dublin, P.O. Box 690, Dublin, GA 31040.

**11.1** Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Purchase order numbers must appear on all delivery tickets and invoices.

**11.2** Vendor must furnish delivery receipt identifying that this order has been delivered in accordance with the specifications, quantities, and price as set forth on the purchase order. A City of Dublin employee's signature must appear on the delivery receipt or invoice.

**11.3** Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. The CITY OF DUBLIN is exempt from taxes but the successful bidder shall pay all taxes required of him by law and the CITY OF DUBLIN cannot exempt others from tax.

**11.4** Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. chapter 11 ET. SEQ.).

**12. INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to Accounts Payable at (478) 277-5018 or to City of Dublin, ATTN: Accounts Payable, P. O. Box 690, Dublin, GA 31040.

**13. DISCOUNTS:** Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the City, whichever is later.

**14. EXECUTION OF CONTRACT:** Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed with ten (10)

calendar days of from award notice. If the contract document is mailed, the date of presentation shall be the postmark date.

**15. INCLUSION:** All items and/or services which are standard, expected, necessary, and/or routine to such a project as this and not actually stated in this invitation will be the responsibility of the successful bidder to provide at no other cost to the City unless so stated on the successful bidder's proposal as additional cost items and accepted by the City at the time of the award and/or contract.

**16. REGULATORY AGENCIES:** Successful bidder will be responsible for all required permits or licenses required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation(s) or guideline(s) of any of the said governments or any independent agency recognized by said Government as publisher of any such regulation(s) or guideline(s).

**17. INDEPENDENT CONTRACTORS:** The bidder represents to the CITY OF DUBLIN that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of the CITY OF DUBLIN and nothing contained in this invitation or a contract resulting from same shall be construed to constitute the bidder or any of his employees, agents, or subcontractors as a partner, employee, or agent of the City nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

**18. ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

**19. STARTING TIME:** work will commence within the stated calendar days and commence in a routine, orderly manner until completion and acceptance by the City.

**20. INDEMNITY:** Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless the CITY OF DUBLIN from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.

**21. TERMINATION:** pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this invitation, if not sooner terminated pursuant to the provisions of terminations contained herein, is terminable by the CITY OF DUBLIN Council on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Council in a public meeting and such action entered in the Official Minutes of the CITY OF DUBLIN Council.

**22. APPROPRIATION OF FUNDS:** Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated unobligated funds available to satisfy the City's obligations under said contract(s).

**23. CANCELLATION FOR CAUSE:** Should either party fail to comply with the Terms and Conditions

of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the Terms and Conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of the thirty (30) calendar days following the date of the initial letter of complaint.

**24. LIQUIDATED DAMAGES:** Any liquidated damages will be listed in the Special Terms and Conditions.

**25. COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, container, etc. shall be new and suitable for storage; unless otherwise stated by the CITY OF DUBLIN.

**26. USE OF TRADE NAMES:** Reference to brand or trade names are for comparative purposes only. Proposers may submit proposals on items from other manufacturers. In these instances, proposals shall be accompanied with all descriptive information necessary for a thorough evaluation. Failure to provide supporting data shall be cause for rejection.

**27. DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

**28. TAXES:** The City of Dublin is exempt from Federal Excise and State Sales Taxes.

**29. LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

**30. INTEGRITY OF BID DOCUMENTS:** Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

**31. FORCE MAJEURE:** In the event that either party shall be delayed or hindered in or prevented from the performance required hereunder by reasons of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reasons of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivery written notice of such Permitted Delay to the other party within (10) days of the event causing the delay.

CITY OF DUBLIN  
P. O. BOX 690  
DUBLIN, GA 31040

**NO BID RESPONSE**

IF FOR SOME REASON YOU ARE NOT BIDDING ON THIS PROPOSAL, PLEASE COMPLETE THE FOLLOWING AND RETURN TO THE ADDRESS BELOW BEFORE THE BID DEADLINE STATED ON THE ORIGINAL SCHEDULE.

**REASON(S) FOR NO BID:**

- ☐ CANNOT SUPPLY AT THIS TIME  
☐ ENGAGED IN OTHER WORK  
☐ QUANTITY TOO SMALL  
☐ JOB TOO LARGE  
☐ CANNOT MEET REQUIRED DELIVERY  
☐ OPENING DATE DOES NOT ALLOW SUFFICIENT TIME TO PREPARE BID  
☐ EQUIVALENT NOT PRESENTLY AVAILABLE

**OTHER REASON OR REMARKS:**

\_\_\_\_\_  
COMPANY OR FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

RETURN TO: CITY OF DUBLIN  
PURCHASING DEPT.  
PO BOX 690  
DUBLIN, GA 31040





### NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF GA

COUNTY OF \_\_\_\_\_

Jeff Stone  
Owner, Partner or Officer of Firm

Peterbilt of Augusta  
Company Name, Address, City and State

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Dublin or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Dublin or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

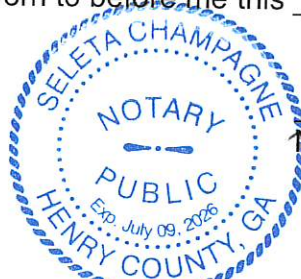
**PETERBILT OF AUGUSTA**

\_\_\_\_\_  
Firm Name

[Signature]  
\_\_\_\_\_  
Signature

Vice President  
\_\_\_\_\_  
Title

Subscribed and sworn to before me this 12<sup>th</sup> day of December 2024



Seleta Champagne  
\_\_\_\_\_  
Notary Public



**City of Dublin, Georgia  
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dublin has registered with and is participating in a Federal Work Authorization Program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract the City of Dublin, contractor will secure from such contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dublin at the time the subcontractor(s) is retained to provide the service.

715410  
EEV/ Basic Pilot Program\* User Identification Number

Jeff Stone  
BY: Authorized Officer or Agent

12/12/24  
Date

Vice President  
Title of Authorized Office or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS 12<sup>th</sup> DAY OF Dec 20 24

Notary Public  
My Commission Expires: 7/9/26



\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Rule Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in Conjunction with the Social Security Administration (SSA)



## City of Dublin, Georgia SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dublin has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91

715410  
EEV/ Basic Pilot Program\* User Identification Number

Teff Stone  
BY: Authorized Officer or Agent  
(Subcontractor Name)

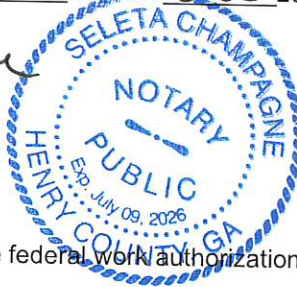
Date 12/12/24

Vice President  
Title of Authorized Office or Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 12<sup>th</sup> DAY OF DEC 20 24

Notary Public: Seleta Champagne

My Commission Expires: 7/9/26



\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Rule Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in  
Conjunction with the Social Security Administration (SSA)





**SAVE COMPLIANCE AFFIDAVIT**  
**O.C.G.A § 50-36-1(e) (2) Affidavit**

By executing this affidavit under oath, as an applicant for Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Dublin, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

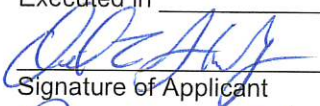
- 1) ☒ I am a United State citizen.
- 2) ☐ I am a legal permanent resident of the United States
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

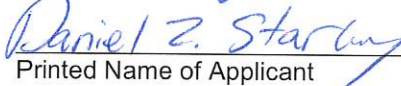
The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit. The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

  
\_\_\_\_\_  
Signature of Applicant

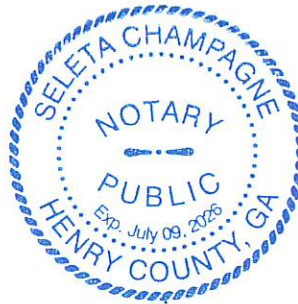
  
\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

12 DAY OF Dec, 20 24

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 7/9/26





**CITY OF DUBLIN**  
**SPECIFICATIONS FOR A 2024-2025 FRONT-LOADER REFUSE COLLECTION GARBAGE TRUCK**  
**BID #24-11-002**  
**Item # 1**

It is the intent of these specifications to describe a current 2024-2025 Front-Loader Refuse Collection Garbage Truck for the Solid Waste Department. These specifications describe and state minimum requirements of this vehicle. Bids submitted on vehicles not meeting these minimum requirements will be subject to rejection.

The following are intended as guidelines, all equivalent or comparable units will be considered. Any exceptions taken must be explained in written detail on bidder's letterhead and attached to the bid submitted. Bidder must attach a copy of the factory warranty with the bid. Bidders shall indicate compliance or specify what they are offering in the following blanks under "COMPLY/SPECIFY".

YEAR: 2026 MAKE: Peterbilt MODEL: 520

CLOSEST PARTS & SERVICE CENTER: Dublin GA

**GENERAL**

**COMPLY/SPECIFY**

- 65,000 GVWR minimum factory certified
- Wheelbase to comply with body length
- All construction and items suitable for on/off highway use.
- Front Engine Power Take-Off (FEPTO) Systems factory installed
- One set of maintenance and service manuals and assembly line sheet for our Automotive Shop and one operator's manual for our Solid Waste Department
- Keyed alike, 4 per vehicle, power locks

Comply  
Comply  
Comply  
Comply  
Comply  
Comply

**FRAME**

- Frame to be steel with steel crossmembers.
- RBM 3,000,000-inch pounds per rail minimum
- Front mount PTO provisions
- Skid plate mount under bumper and radiator

Comply  
Comply  
Comply  
Comply

## ENGINE

- Diesel- Minimum 345 HP, 1100 ft-lb, 2022 Emissions Compliant
- Maximum torque limited by Allison Automatic to 1460 ft. lb.
- Engine & Transmission protection system: Warning light & buzzer for low oil pressure, high coolant temperature, & high transmission temperature.

Comply

Comply

Comply

## TRANSMISSION

- Allison 4500 RDS
- TRANSYND Synthetic lubricant for Allison auto
- Coated drive shaft splines

Comply

Comply

Comply

## FRONT AXLE

- Front axle to be 20,000 lb., minimum.
- Tapered leaf spring with shock absorbers.
- Integral power steering.
- Oil lubricated wheel bearings.
- Outboard mounted brake drums.
- Two hub piloted steel wheels
- Two 315/80R22.5 – 20 ply tires

Comply

Comply

Comply

Comply

Comply

Comply

Comply

## REAR AXLE

- Rear axle to be 45,000 lb., minimum.
- Driver controlled air operated power divider lockout with pressure lube system.
- Outboard mounted brake drums.
- Eight hub piloted steel wheels
- Eight 11R22.5 – 16 ply tires

Comply

Comply

Comply

Comply

Comply

### **BRAKE SYSTEM/AIR SYSTEM**

- Full air with Bendix anti-lock brake system.
- "ES" Extended Service Refuse Brake- front & rear
- Auto slack adjusters front and rear.
- Dust shields front and rear
- Compressor – 18.7 cu. ft.
- Heated air dryer with automatic water ejector and spin on filter.
- Steel air tanks
- Pull cord drain valves on all air tanks
- Low pressure warning light and buzzer
- Air brake parking valve handle, located convenient to operator.

Comply  
Comply  
Comply  
Comply  
Comply  
Comply  
Comply  
Comply  
Comply

### **AIR CLEANER**

- Dry dual element/dual stage.
- Air restriction indicator.
- Aluminum piping throughout.

Comply  
Comply  
Comply

### **EXHAUST SYSTEM**

- Single vertical exhaust.
- Stainless steel flex tubing.
- Heat shield on turbocharger and muffler.

Comply  
Comply  
Comply

### **FUEL SYSTEM**

- 100-gallon minimum capacity
- Steel braided fuel lines. Fire resistant hose.
- Fuel water separator.

Comply  
Comply  
Comply

### **COOLING SYSTEM**

- Coolant protection to -34 degrees Fahrenheit.

Comply

- Hole in radiator for PTO performed by radiator manufacturer.
- Radiator core protected with steel tubular shield providing sufficient clearance and protection from the front PTO.
- Silicone radiator hoses with constant torque clamps.

Comply

Comply

Comply

#### **ALUMINUM CAB**

- Low Tilt cab forward w electric/hydraulic lift.
- Cloth air ride drivers & passenger seat.
- Shoulder harness for both driver and passenger
- Air horn
- Air conditioning and heating, factory installed
- Steel front bumper
- Each side to have West Coast Style mirrors; heated stainless steel, electric adjust with 8" convex mirrors.
- Front Fenders
- AM/FM weather band radio
- 5lb fire extinguisher and triangle reflector kit.
- Full set of gauges.
- 18-inch step height each side with grab handle.
- Windshield wipers with intermittent feature.
- Insulated headliner, lighter, interior light, vinyl floor covering.
- Front mount tow hooks and pin.
- Front and rear window to have safety tinted glass.
- Auxiliary radio terminals and antenna leads
- Front cab guard ladder, factory installed
- LH steering only

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply

Comply



**ELECTRICAL**

- 12-volt electrical system, 130-amp alternator, minimum 1950 CCA batteries. Battery disconnect switch. Battery jumper terminals.
- Electric & Heated side mirrors
- Body builder wiring harness
- Engine shutdown for low oil pressure, high coolant temperature, low coolant level.
- Automatic reset circuit breakers, insulated wiring harnesses and braided covering, numbered and color-coded circuits.
- Headlights turn signals and marker lights.

Comply  
Comply  
Comply  
Comply  
Comply  
Comply

**COLOR**

- Finish color:
  - Cab: White
  - Frame: Black
  - Chassis Cab Color code
- Cab interior: Grey

Green  
Comply  
Comply  
Comply

**DELIVERY TIME TO BODY COMPANY:** \_\_\_\_\_

**Nearest Parts and Service Center:** Peterbilt of Dublin  
Dublin, GA,  
\_\_\_\_\_

## SPECIFICATIONS FOR FRONT LOADER

**SCOPE:** It is the intent of this specification to describe a hydraulically actuated packer body of the front-loading type with the following minimum specifications considered necessary to perform the work assigned. The body shall be capable of compacting and transporting refuse to a landfill or transfer station and dispensing the load by means of hydraulic ejection. Must be capable of unloading 4, 6, and 8 cubic yard containers. The body shall not be required to be tilted, lifted, or otherwise displaced from the chassis in order to eject the load.

**GENERAL:** All equipment furnished under this contract shall be new and unused, and the same as the manufacturers current production model. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. The equipment furnished shall conform to all ANSI Safety Standards A245.1-1984. Please provide supporting literature with the bid.

### BID SPECIFICATIONS Bidder Shall Complete the Following

<u>GENERAL</u>	COMPLY/SPECIFY
<ul style="list-style-type: none"><li>Body and hopper shall have minimum capacity of 40 cubic yards.</li></ul>	Meets
<ul style="list-style-type: none"><li>Dimensions:<ul style="list-style-type: none"><li>Maximum overall width not to exceed 105".</li><li>Maximum overall height above chassis frame not to exceed 120".</li></ul></li></ul>	Meets
<ul style="list-style-type: none"><li>Body weight- exclusive of options- shall not exceed 17,500 pounds.</li></ul>	Meets
<u>BODY CONSTRUCTION</u>	
<ul style="list-style-type: none"><li>Side panels shall be one sheet formed to a radius. Multiple panels and square body styles are NOT acceptable.</li></ul>	Meets
<ul style="list-style-type: none"><li>Body Sides: 1/8" AR450 Steel; 115,000 PSI.</li></ul>	Meets
<ul style="list-style-type: none"><li>Body Roof: 10 GA 80,000PSI Hi-Tensile steel.</li></ul>	Meets
<ul style="list-style-type: none"><li>Body Floor: 1/4" 100K Hi-Tensile steel.</li></ul>	Meets
<ul style="list-style-type: none"><li>A single 2" x 2" structural tube shall reinforce the roof at the center line, connecting the front and rear bracing.</li></ul>	Meets
<ul style="list-style-type: none"><li>A 3" x 2" x 3/16" structural tube shall reinforce the body at the front and rear. The tube shall be formed to the radius of the body.</li></ul>	Meets
<ul style="list-style-type: none"><li>The floor longitudinal shall be 2" x 6" x 1/4" structural tube.</li></ul>	Meets
<ul style="list-style-type: none"><li>The floor crossmembers shall be 4" 5.4# C channel on 16" centers.</li></ul>	Meets
<ul style="list-style-type: none"><li>Body side ladder to provide roof access shall be mounted curbside.</li></ul>	Meets

## **HOPPER**

- |  |       |
|--|-------|
| • The hopper to have a minimum capacity of 12 cubic yards  | Meets |
| • Hopper floor to be constructed of 1/4" AR450 Steel & 3/16" AR450 liner.  | Meets |
| • Hopper sides to be constructed of 3/16" AR450 steel  | Meets |
| • Lower hopper sides shall be formed to a radius for added strength. Straight hopper sides are not acceptable.   | Meets |
| • Hopper upper sides to be constructed of 3/16" AR450 Hi-Tensile Steel.  | Meets |
| • The hopper front to be enclosed with expanded metal for viewing behind the packer blade and to prevent trash from blowing out.   | Meets |
| • The hopper shall be lined with six 1/4" AR450 wear strips to match the wear strips on the packer blade. Plow wear strips are not acceptable. Chromium overlay-SuperTrack wear strip shall be included on hopper bottom track.              | Meets |
| • There shall be a hydraulic sliding hopper cover constructed of 14-gauge A569 Hi-Tensile steel and reinforced with 1" x 2" steel tube.  | Meets |
| • The hopper cover shall be powered by one 2-1/2" x 92" double acting hydraulic cylinder.  | Meets |
| • The hopper cover shall open automatically when raising lift arms.  | Meets |
| • There shall be a SPDT electrical switch in the cab to manually close the hopper cover.   | Meets |
| • There shall be a 28" x 12" sump clean out doors located on both sides of the front of the body. It shall be located so to have access from the ground and without the need to physically enter the hopper. Minimum capacity of 50 gallons. | Meets |
| • There shall be a side access door with a lock out and shall be a minimum of 30" x 30".   | Meets |

## **PACKING MECHANISM**

- |  |       |
|--|-------|
| • Packer plate to be constructed of 3/16" AR450 Steel. Lower face to include a 3/16" AR450 liner Construction Grade.                   | Meets |
| • The packing panel shall slide in a tract constructed of 1/4" T-1 formed channel and lined on all three sides with AR450 wear strips. | Meets |
| • The packing panel to be activated by two stroke four stage telescopic hydraulic cylinders with a U-cup seal design and rod scrapers. | Meets |

- |   |       |
|---|-------|
| • Bottom Cylinder to be minimum 12" off the floor to avoid contamination.   | Meets |
| • The packing panel to be 79" High x 84" Wide with adjustable side scraper wings and shall include 3 horizontal cross braces. | Meets |
| • The packing panel to exert a minimum of 133,000 pounds of packing force throughout the pack cycle.                          | Meets |
| • The panel to have a pack cycle of 25 seconds or less.   | Meets |
| • The pack cycle shall be controlled with proximity sensors.  | Meets |

### **TAILGATE**

- |   |       |
|---|-------|
| • The tailgate to be top hinged and of the bustle type.   | Meets |
| • Tailgate to be constructed of 1/8" AR450 steel  | Meets |
| • Tailgate side sheets to be constructed of 10ga 80,000 PSI Hi-Tensile steel.   | Meets |
| • The tailgate shall be secured to the body using one set of hinges with 1-1/2" hinge pins at the roof line.  | Meets |
| • The tailgate shall be unlocked, opened, and closed by two double acting hydraulic cylinders.  | Meets |
| • The tailgate shall have 4-point positive lock system without the need for turnbuckles.  | Meets |
| • The tailgate to be equipped with a one-piece, replaceable rubber gasket, extending across the bottom width of the tailgate and vertically 36" up the sides. | Meets |
| • A warning light in and buzzer, shall be installed in the cab to indicate when the tailgate is open.   | Meets |

### **LIFTING ARMS**

- |   |       |
|---|-------|
| • The arms to be of fabricated tube. (Multiple pieces welded flat bar is unacceptable) The arm is also reinforced of 3" x 3/8" 100K upper and lower continuous flat bar. The arms to also be covered with 3/16" AR450 steel plates. | Meets |
| • The lift arms shall have a 10,000-pound lift capacity.  | Meets |
| • The arm shall provide a progressive slow stop before coming into contact with rubber arm stops by use of the proportional control valve.  | Meets |
| • The lift arms and fork cycle time shall not be more than 15 seconds.  | Meets |
| • The lift arms shall be powered by two 5" x 36" double acting cylinders.   | Meets |



• The arm pivot shaft to be constructed of 4-1/2" O.D. x 1/2" wall Drawn Over Mandrel (DOM) tubing.	Meets
• The pivot bushings to have at least 4 split type bronze bushings.	Meets
• The forks shall be constructed of 1-1/2" 100,000 PSI steel 58" long and tapered at the end.	Meets
• The forks at the dump position shall not exceed 13' 6" above the ground.	Meets
• The fork rotation shall be accomplished by two 4" double acting hydraulic cylinders, 24" stroke with minimum 2" rod.	Meets
• The fork pivot shaft shall be constructed of 4 1/2" O.D. x 1/2" wall DOM tube.	Meets
• The fork bushings shall be of the split bronze type bolted to the arms with four 3/4" grade 5 bolts on each side.	Meets
• There shall be Ultra High Molecular Weight (UHMW) arm scuff plates mounted to the upper hopper sides.	Meets
• The forks shall have a limiter to retain can on forks during dumping.	Meets
• Manual fork limiter to ensure unit cannot be manually over ridden by operator.	Meets

#### **CONTROLS**

• The operating controls shall be located in the cab easily accessible to the driver.	Meets
• The fork and arm function shall be controlled by an air joystick.	Meets
• The controller shall communicate with the hydraulic valve air shifters in a metering function to provide better control in the loading process.	Meets
• The controller shall communicate with the hydraulic vale air shifters in a metering function to provide better control in the loading process.	Meets
• The packer, hopper cover, and rear door operations shall be controlled by Single Pole, Double Throw (SPDT) electrical switches.	Meets
• The rear door shall not operate without depressing a safety switch in conjunction with the tailgate rocker switch to prevent accidental opening of the rear door.	Meets
• The arm control shall have an interlock to prevent dumping behind the packer blade.	Meets

## **HYDRAULICS**

• Hydraulic reservoir shall be supplied with a minimum capacity of 70 gallons and equipped with a fluid sight gauge, air breather filter, magnetic trap, and a gate valve on the suction line.	Meets
• The reservoir shall have a 100-mesh suction strainer and equipped with a built in 3 PSI bypass for pump protection. An in-cab filter by-pass indicator shall be included.	Meets
• The body shall be powered by a front mounted Denison Vane pump or equivalent.	Meets
• All hydraulic functions shall be controlled by a sectional air operated hydraulic valve, commercial VA-35 or equivalent.	Meets
• All hydraulic hoses shall be SAE approved construction with hose burst pressure 4 times working pressure. Where possible seamless steel tubing with zinc coating shall be used and held in place with shock absorbing bolt on clamps.	Meets
• All hose ends, tubing and adapters shall have JIC 37 degree flare fittings.	Meet
• Normal maximum operating pressures shall not exceed 2450 PSI.	Meet
• The hydraulic system shall incorporate a relief valve to protect all components from excess pressures.	Meet
• All cylinder rods shall be chrome plated except the packing cylinders which will have thermal chemical process with ONC.	Meets
• All cylinder rod end pin lugs shall be inertia welded to the cylinder rods.	Meets
• Automatic Packer – The hydraulic system shall include automatic pack function to allow a continuous pack cycle. The auto pack function shall include a pack start button, a red “stop” button, a neutral safety to disallow the throttle to accelerate if the transmission is in gear, and a lockout provided on the hopper access door. The packer shall automatically accelerate at 1,600 RPM when truck is in neutral.	Meets
• Service Hoist – The body shall be equipped with a self-contained 12 Volts Direct Current (VDC) motor and pump and separate cylinder to lift the body for service and access to transmission.	Meets
• The body shall also be equipped with safety prop rod to prevent body from falling if cylinders should fail.	Meets

**ELECTRICAL**

• All wiring shall be loomed or in conduit.	Meets
• Body lighting and reflectors must comply with FMVSS#108 regulations.	Meets
• All lights to be grommet mounted except work lights and license plate lights.	Meets
• All lights must be LED.	Meets
• The body shall be equipped with an external audio back-up alarm activated when chassis is in reverse.	Meets
• A light shall illuminate in the cab when the tailgate is open and audible alarm will sound when the tailgate is open.	Meets
• A triple camera shall be installed with a 7" color LCD monitor for viewing rear of body and 2 for the hopper.	Meets
• Work Lights: The lights shall be capable of illuminating the hopper. The lights will be activated by a switch in the cab of the chassis. All LED, No Halogen Accepted.	Meets
• LED Mid Body & Tailgate Flood Lamps: One light per side that shall be capable of illuminating toward the rear of the body and two on the tailgate. Reverse activated.	Meets
• Strobe Lights: LED Smart Strobe System is to be installed on the rear of the body, two in the upper and two in the lower light bars. The strobe system shall be activated by a switch located inside the cab of the chassis.	Meets

**OTHER OPTIONS TO BE INCLUDED:**

• Steel canopy with air assist raise function. Control switch shall be mounted in the cab.	Meets
• Remote grease lines at ground level for tailgate hinges and tailgate cylinders.	Meets
• Tailgate seal extension – additional 15" on each side.	Meets
• Broom & shovel Rack located on backside of front bulkhead.	Meets

**PAINT**

• The body shall be properly cleaned of all dirt, oil, and welding slag. A lead-free primer with rust inhibitors shall be applied.	Meets
• Three coats of the manufacturers standard auto enamel shall be applied.	Meets

- Finish color:

- A. Body: Forest Green or equivalent

Meets

- B. Tailgate: Forest Green or equivalent

Meets

### **MOUNTING**

- Body shall be factory mounted only. No welding shall be performed on the chassis frame in the mounting process.

Meets

- Anti-sail mud flaps front and rear of tandems.

Meets

### **WARRANTY**

- Body: Manufacturer's limited warranty shall apply for a period of one year after date of acceptance to the unit.

Meets

- Cylinders – 2 years

Meets

- Alternator – 3 years

Meets

**DELIVERY TIME TO BODY COMPANY:** \_\_\_\_\_

**Nearest Parts and Service Center:** Body Parts/Service is SWAT Inc located in  
Statesboro, GA



Peterbilt Of Atlanta (P800)  
2395 Old 41 Highway  
Kennesaw, Georgia 30144

City Of Dublin  
215 Truxton St  
Dublin, Georgia 31021  
United States of America

Daniel Starley  
Cell Phone:  
Office Phone:  
Email: dstarley@peteatlanta.com

## Vehicle Summary

Unit		Chassis	
Model:	Model 520	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:		G.C.W. (lbs):	66000
Description 2:			
Application		Road Conditions:	
Intended Serv.:	Refuse/On-Highway	Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Residential Front Loader/Push-out		
Length (ft):	24	Wheelbase (in):	210
Height (ft):	13.5	Overhang (in):	54
Max Laden Weight (lbs):	150000	Fr Axle to BOC (in):	0.1
		Cab to Axle (in):	209.9
Trailer		Cab to EOF (in):	263.9
No. of Trailer Axles:	0	Overall Comb. Length (in):	321.3
Type:			
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

### Special Req.

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2025

100% Complete

Date: December 16, 2024

Deal:

Quote Number: QUO-1147509-C7H9N7

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Sales Code	Std/ Opt	Description	\$ List	Weight
<b>Base Model</b>				
0005201	S	<b>Model 520</b> Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	227,181	16,475
0091180	S	<b>Refuse, Scrap, Recycling</b>	0	0
0093035	S	<b>Refuse/On-Highway</b> Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0	0
0095370	O	<b>Residential Front Loader/Push-out</b> A lift-equipped truck used to load waste from the front into the body on residential routes. A hydraulic ram pushes the load out of the body.	0	0
0098170	S	<b>United States Registry</b> Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
<b>Configuration</b>				
0200700	S	<b>Not Applicable</b> Secondary Manufacturer	0	0
<b>Frame &amp; Equipment</b>				
0514160	O	<b>10-3/4" Steel Rails 306-342"</b> 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	443	139
0601500	O	<b>Full Steel Inner Liner</b>	922	647
0620110	O	<b>FEPTO Provision 9in Bumper Extension</b> Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	1,670	42
0644090	S	<b>EOF Square without Crossmember</b> End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651090	S	<b>Omit Rear Mudflaps and Hangers</b>	0	0
<b>Front Axle &amp; Equipment</b>				
1011890	S	<b>PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop</b> Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency.		
		The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.		
1114040	O	<b>Taper Leaf Springs, Shocks 23,000 lb</b> Standard with Heavy Resistance Shocks.	148	210
1243010	S	<b>Power Steering Sheppard M100 Dual Gear</b> For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	0
1354850	S	<b>PHP10 Iron PreSet PLUS Hubs - Air Disc</b> Preset iron hub assemblies are designed for demanding conditions and require less maintenance while still offering dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	0	0
1354870	S	<b>Severe Service Disc Brake Rotor</b> For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	0	0
1380290	S	<b>Bendix Air Disc Front Brakes</b> Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0	0
1380490	O	<b>PACCAR FX Wide Track IPO Standard</b> 71in KPI IPO 69in front axle for improved turning radius.	0	0
1391480	O	<b>Pad Dust Shields for Air Disc Brakes; Front Axle</b> Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	36	2
<b>Rear Axle &amp; Equipment</b>				
1523440	S	<b>Dana Spicer D46-172 46,000 LBS</b> Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.	0	0
1616305	S	<b>PHP10 Iron Preset + Hubs - Air Disc</b>	0	0
1616310	O	<b>Severe Service Disc Brake Rotor</b> Severe Service Disc Brake Rotor for refuse applications.	0	0
1672630	O	<b>Differential Lock Both Axles</b> Air Rocker Switch Occupies the Space of One Gauge	2,051	60
1680470	O	<b>Lube Pump, Drive Axle(s)</b> Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	531	36
1680500	S	<b>SBM Valve</b> Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve	0	0

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100% Complete

Date: December 16, 2024

Quote Number: QUO-1147509-C7H9N7



Sales Code	Std/Opt	Description	\$ List	Weight
		allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.		
1682430	S	<b>Anti-Lock Braking System (ABS) 4S4M</b> ABS-6. Includes air braking system.	0	0
1684200	S	<b>Synthetic Axle Lubricant All Axles</b> Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687040	S	<b>Air Disc Rear Brakes, Tandem Drive Axle</b> Includes Automatic Slack Adjusters.	0	0
1705250	O	<b>Ratio 5.25 Rear Axle</b>	0	0
1824440	O	<b>Hendrickson HMX EX 460 46,000 LBS., 52"</b> Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,830	-88
1921375	O	<b>16.5" Saddle Height HMX EX 400/460</b> IPO Std 18.5"	411	0

### Engine & Equipment

2074808	S	<b>PACCAR PX-9 360@2000 GOV@2200 1150@1200</b> Productivity (2024 Emissions)	0	0
		N21350 C121 64....Maximum Accelerator Pedal Ve		
		N21370 C128 64....Maximum Cruise Speed (P059)		
		N21460 C132 1400...Max PTO Speed (P046)		
		N21520 C133 5....Timer Setting (P030)		
		N21610 C188 39....Low Ambient Temperature Thre		
		N21620 C189 60....Intermediate Ambient Tempera		
		N21630 C190 80....High Ambient Temperature Thr		
		N21550 C206 35....Engine Load Threshold (P516)		
		N21340 C209 100...Hard Maximum Speed Limit (P1		
		N21510 C225 YES...Enable Idle Shutdown Park Br		
		N21450 C231 NO....Gear Down Protection (P026)		
		N21570 C233 NO....Idle Shutdown Manual Overrul		
		N21440 C234 NO....Engine Protection Shutdown (		
		N21480 C238 NO....Auto Engine Brake in Cruise		
		N21470 C239 NO....Cruise Control Auto Resume (		
		N21430 C333 0....Reserve Speed Limit Offset (		
		N21410 C334 0....Maximum Cycle Distance (N202		
		N21590 C382 YES...Enable Hot Ambient Automatic		
		N21500 C395 0....Expiration Distance (N209)		
		N21530 C396 YES...Enable Impending Shutdown Wa		
		N21540 C397 60....Timer For Impending Shutdown		
		N21320 C399 100...Standard Maximum Speed Limit		
		N21400 C400 252...Reserve Speed Function Reset		

Price Level: January 1, 2025

100% Complete

Date: December 16, 2024

Deal:

Quote Number: QUO-1147509-C7H9N7

Printed On: 12/16/2024 7:11:34 AM





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		N21420 C401 10....Maximum Active Distance (N20)		
		N21330 C402 0.....Expiration Distance (N207)		
2091120	S	<b>EMUX Electronics Architecture</b>	0	0
2091305	O	<b>Engine Idle Shutdown Timer Enabled</b>	0	0
2091315	O	<b>Enable EIST Ambient Temp Overrule</b>	0	0
2091372		<b>Eff EIST NA Expiration Miles</b>	0	0
2091640		<b>Effective VSL Setting NA</b>	0	0
2092016	O	<b>Typical Operating Speed 62 MPH</b>	0	0
2092033	O	<b>Powertrain Optimized for Balance</b> Best analysis for vehicles where service includes frequent start and stop cycles.	0	0
2140450	O	<b>Remote PTO/Throttle, 12-Pin</b> Eng Bay Remote Control Provision	107	0
2140670	O	<b>EPA Emission Warranty</b>	0	0
2140700	S	<b>EPA Engine Idling Compliance</b>	0	0
2147460	S	<b>Bed Plate for PX-9, L9N Engines</b> Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	0
2513060	S	<b>PACCAR 160 Amp Alternator, Brushed</b> PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0
2522110	O	<b>PACCAR 12V Starter, N/A PACCAR MX Engines</b> PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538040	S	<b>3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA</b> Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539220	O	<b>Battery Jumper Terminals Mtd In Front Of Battery Box</b>	201	4
2539740	O	<b>Kissling Battery Disconnect Switch 300AMP</b> Dual Tab Mounted on Battery Box	163	3
2621000	S	<b>2-Speed Fan Clutch For Frequent Start/Stops</b> A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	0

Price Level: January 1, 2025

Deal:

Printed On: 12/16/2024 7:11:34 AM

100% Complete

Date: December 16, 2024

Quote Number: QUO-1147509-C7H9N7



Sales Code	Std/ Opt	Description	\$ List	Weight
2723210	S	<b>18.7 CFM Air Compressor</b> N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2921110	S	<b>PACCAR Fuel/Water Separator Standard Service</b> PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921210	S	<b>No Fluid Heat Option for Fuel Filter</b>	0	0
2921310	S	<b>No Electric Heat Option for Fuel Filter</b>	0	0
3114270	S	<b>High Efficiency Cooling System</b> Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389 HH 1604 sq in, 567 1379 sq in.	0	0
3120450	S	<b>Stainless Steel Grille</b>	0	0
3261980	S	<b>Heavy Duty Air Cleaner</b> Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3367200	S	<b>Exhaust Vertical LH DPF/SCR</b> LH Back of Cab Vertical, Single Module	0	0
3381860	O	<b>Exhaust 90 Degree Diffuser</b>	153	0
<b>Transmission &amp; Equipment</b>				
4052970	O	<b>Allison 4500 RDS-P Transmission, Gen 6</b> Rugged Duty Series	18,453	390
4211000	S	<b>SPL170 HD-XL Driveline, 1 Midship Bearing</b>	0	0
4216330	S	<b>SPL170 XL Driveline Interaxle</b> Dana Spicer Life Series heavy-duty drive shafts are built for heavy loads over the long haul. For tandem rear axles.	0	0
4216660	O	<b>Service Free Driveline</b> Service free driveline for SPL350, SPL250, SPL170, SPL100.	0	0
4250900	O	<b>Main Transmission Rear Support</b> Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	91	11
4252890	O	<b>Allison FuelSense Not Desired</b> Dynamic Shift Sensing	-131	0
4252940	S	<b>Allison Neutral At Stop</b> Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max	0	0

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100% Complete

Date: December 16, 2024

Quote Number: QUO-1147509-C7H9N7



Sales Code	Std/Opt	Description	\$ List	Weight
		packages only.		
4256020	S	<b>Console Mounted Push Button Shifter</b>	0	0
4256740	O	<b>Allison 6-Speed Configuration, Wide Ratio Gears</b> Allison 4500 transmission only	0	0
4256870	O	<b>Allison Output Function S Neutral Indicator</b> Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	0

### Air & Trailer Equipment

4510210	S	<b>Bendix AD-HF EP Air Dryer, Heater</b> Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	0
4520420	O	<b>Pull Cords All Air Tanks</b>	3	1
4540420	S	<b>Nylon Chassis Hose</b>	0	0
4543320	S	<b>Steel Painted Air Tanks</b> All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0

### Tires & Wheels

5004040	S	<b>FF: CN 20ply 315/80R22.5 HAU3 WT</b> Efficiency Rating: Fair Waste transportation and other high scrub, urban applications.	0	0
5104080	O	<b>RR: CN 16ply 11R22.5 HDC3</b> Includes TPMS sensor.	2,692	248
5190008	S	<b>Code-rear Tire Qty 08</b>	0	0
5210550	S	<b>FF: Accur Std Armor 29039PK 22.5X9.00</b> PHP10-5 Hand Holes	0	0
5310610	O	<b>RR: Accur Steel Armor 50344PK 22.5X8.25</b> Heavy Duty, 5 Hand Holes	-8	16

Price Level: January 1, 2025

Deal:

Printed On: 12/16/2024 7:11:34 AM

100% Complete

Date: December 16, 2024

Quote Number: QUO-1147509-C7H9N7



Sales Code	Std/Opt	Description	\$ List	Weight
5390008	S	Code-rear Rim Qty 08	0	0
<b>Fuel Tanks</b>				
5536190	O	<b>23" Aluminum 100 Gallon Fuel Tank LH BOC</b> Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	51	20
5604100	O	<b>Location LH BOC 100 Gallon</b>	0	0
5650490	S	<b>Fuel Cooler</b> Required with single fuel tank	0	0
5652890	S	<b>DEF Tank Mounted LH BOC</b> Models 220 and 520 mounted left hand back-of-cab.	0	0
5652980	S	<b>DEF To Fuel Ratio Between 1:1 And 2:1</b>	0	0
5655069	S	<b>DEF Tank 520, 7.3 Gal</b>	0	0
<b>Battery Box &amp; Bumper</b>				
6010570	O	<b>Aluminum Space Saver Battery Box RH BOC</b>	150	-11
6121700	S	<b>Steel Bumper Channel Painted</b> Includes two front tow eyes with pins	0	0
<b>Cab &amp; Equipment</b>				
6501080	S	<b>53" LCF ProBilt Cab LH Drive</b> Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	0	0
6540160	S	<b>Thermal Insulation Package in Cab</b> The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	0
6800500	S	<b>4.5" Rubber Flares On Cab</b> And wheel well fenders	0	0
6911720	S	<b>Peterbilt Driver Seat</b>	0	0

Price Level: January 1, 2025

100% Complete

Date: December 16, 2024

Deal:

Quote Number: QUO-1147509-C7H9N7

Printed On: 12/16/2024 7:11:34 AM



Sales Code	Std/ Opt	Description	\$ List	Weight
6921720	S	<b>Peterbilt Passenger Seat</b>	0	0
6939400	O	<b>Air Ride Driver</b>	392	43
6939420	O	<b>High Back Driver</b>	44	0
6939480	O	<b>Mordura Driver</b>	32	0
6939500	O	<b>Air Ride Passenger</b>	392	43
6939520	O	<b>High Back Passenger</b>	44	0
6939580	O	<b>Mordura Passenger</b>	60	0
7000000	S	<b>Gray Interior Color</b> Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	0
7000045	O	<b>High-Visibility Interior Grabhandles, Painted</b> Bright yellow interior grabhandle for vocational vehicles.	76	2
7001520	S	<b>Adjustable Steering Column - Tilt/Telescope</b>	0	0
7001620	S	<b>Steering Wheel With Peterbilt Logo</b> Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7040060	O	<b>Diamond Plate Floor Covering LH/RH ipo Floormat</b> In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	178	13
7110680	S	<b>Exterior Cab Entry Grabhandle</b> Textured; NFPA compliant. Available on Day Cab specifications only.	0	0
7220130	S	<b>Rear Window Back of Cab Standard Tint</b> 18.5in X 54in	0	0
7230350	S	<b>2-Piece Flat Windshield</b>	0	0
7322010	S	<b>Combo Fresh Air Heater/Air Conditioner</b> With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7560100	O	<b>Mirrors SSTL Each Side Heated and Motorized</b> with Switch on Door,	-28	-7
7561450	O	<b>(4) Convex 8 Inch SSTL Mirrors; (2) Center</b> These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit.	133	4

Price Level: January 1, 2025

100% Complete

Date: December 16, 2024

Deal:

Quote Number: QUO-1147509-C7H9N7

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Sales Code	Std/ Opt	Description	\$ List	Weight
		Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.		
7610020	S	(1) Air Horn 15" Painted Mounted under cab.	0	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	495	10
7725740	O	Midlevel Speaker Package For Cab (4) Speakers	139	6
7728020	O	Bluetooth Located On Driver Side	0	0
7728030	O	Radio Mute When In Reverse For automatic or automated transmission	0	0
7788335	S	Global Telematics Hardware	0	0
7851580	O	Front Cab Guard, Painted Black	490	15
7851870	O	Rain Gutters Over Driver and Passenger Doors	83	8
7852150	S	Peterbilt Pantograph Windshield Wipers With intermittent feature.	0	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	13
7900270	O	Fire Extinguisher, Cab Mounted Hazmat approved UL listed/rated ABC	75	12
7901130	O	Backup Alarm (107 DB)	111	3
8011850	S	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0	0
8021315	S	Air Restriction Indicator Mounted on exhaust stanchion	0	0
8070010	O	Up To (4) Additional Electric Switches Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.	41	1
8070860	O	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	0
8110090	S	Headlights Single Rectangular Halogen	0	0
8120570	S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	0
8133900	S	None Furnished Stop/Tail/Backup Lights Available with full truck only, not available with tractor	0	0
8134160	O	Self-Canceling Turn Signal	0	2

Price Level: January 1, 2025

100% Complete

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Printed On: 12/16/2024 7:11:34 AM



Sales Code	Std/ Opt	Description	\$ List	Weight
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#### Paint

8530770	O	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0105EY GREEN N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0105EY GREEN N85200 FRAME L0001EA BLACK	0	0
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#### Shipping Destination

#### Options Not Subject To Discount

9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
9407147	O	Fuel Price Index Factor \$21 NET	21	0
9408529	O	Allison Surcharge 4000 Series Transmission	1,600	0
9408634	O	SmartLINQ RD - 5YR Sub PACCAR PX Engines	799	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0	0

#### Miscellaneous

9409060	O	State Of Registry: Georgia	0	0
9409645	O	Model Year 2025 Engine	0	0
9409749	O	2024 Series Emissions Engine	0	0

#### Promotions

#### Special Requirements

Special Requirement 1 0098170  
Special Requirement 2  
Special Requirement 3  
Special Requirement 4

#### Order Comments

Price Level: January 1, 2025  
Deal:  
Printed On: 12/16/2024 7:11:34 AM

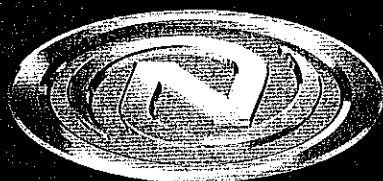
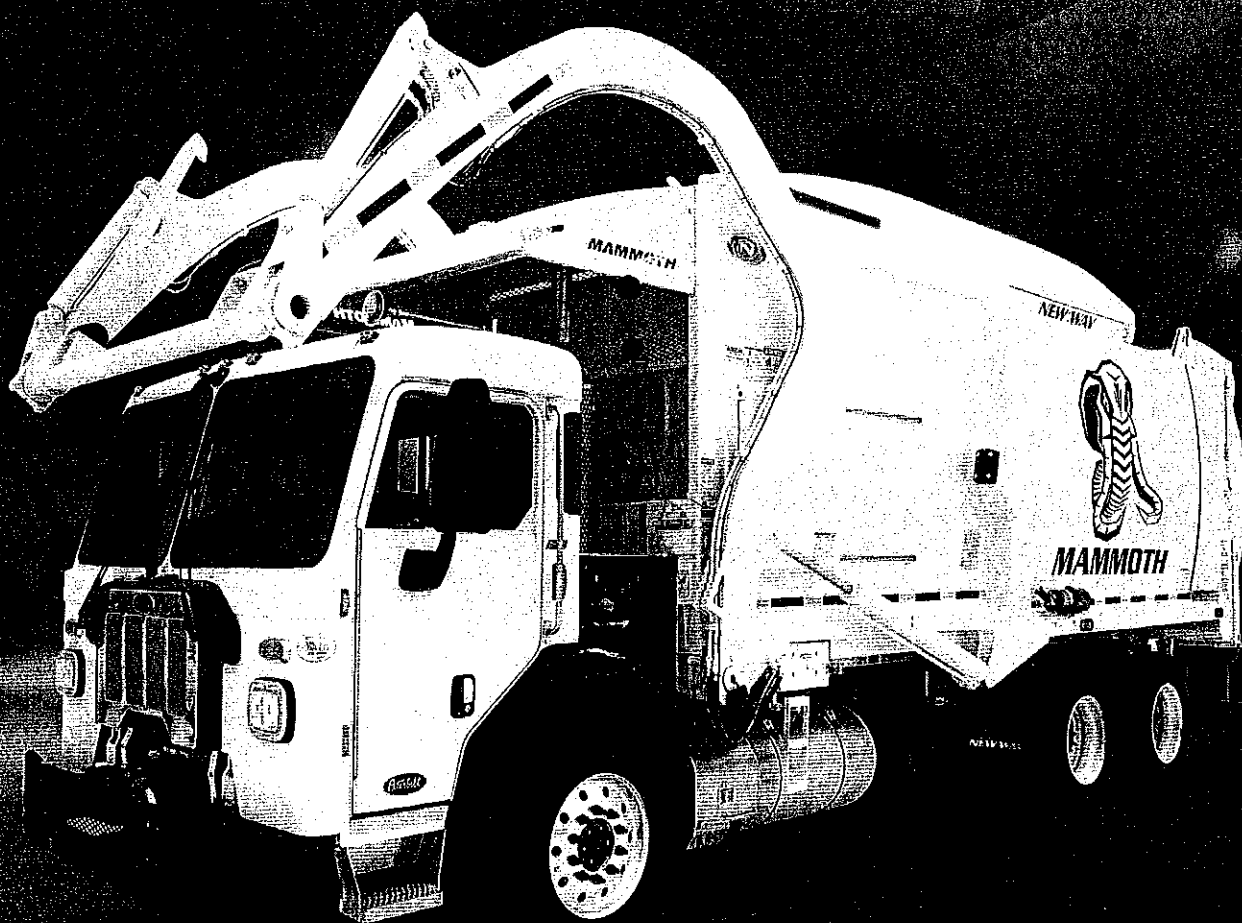
100% Complete

Date: December 16, 2024  
Quote Number: QUO-1147509-C7H9N7



# MAMMOTH™

## S E R I E S



## STOMPING THE INDUSTRY

Designed with one-piece body side construction, a curved shell, for superior strength and streamlined appearance, the New Way® Mammoth™ Front Loader comes equipped with the strongest steel specs in the industry. In addition, heavy-duty, AR450 arm skins w/ 100ksi arm bars constructed arms, torque tube assembly and Pack-on-the-Go features maximize route and labor efficiency.

**City of Dublin**  
**Bid #24-11-002**  
**2024 - 2025 Front Loader Refuse Collection Garbage Truck**  
**12/16/2024 @ 2:00 PM**

Opened by: David and Renee

Bidders	Item	Cost	Timeframe	Notes
1. EPG	2026 Peterbilt 520; Body - Lebrie	\$379,749.35	June/July 2026	
	2025 Peterbilt 520; Body - Lebrie	\$372,943.31	Now	
2. MHC Kenworth	2025 Kenworth L770; Heil - Body	\$380,648.00	12-16 Weeks	
3. Peterbilt	2026 Peterbilt 520; New Way - Body	\$349,196.05	3rd Quarter of 2025	



## Dublin City Council Agenda Item Memorandum

To be an item for consideration on the Dublin City Council Meeting Agenda, This form, Must be in the City Manager's Office no later than 5:00 P.M. on the Wednesday the week prior to a City Council Meeting.

To: Mayor and Council

From: Tony Braizel

Request Date: 12/30/2024

Agenda Date: 01/02/2025

Proposed Agenda Title and Description:

We are relocating the water lines at the Sanitation and Water Construction Facility. The pipes runs directly under the building and by re-routing it to go around the building in the event they ever had to work on that line.

Budgeted: Yes ☐ No ☒

If **YES**: What is the Account Name & Number:

Budget Amount:

Purchase Cost: \$69,985.39

Over/Under Budget +/-:

Plan for Budget Overage:

If **NO**: How do you plan to pay for item?

Funds from account 320-4440-541312

Recommendation and Justification:

Re-routing the lines will allow them to be worked on if needed in the future

Department Head Signature: Tony Braziel

08:53:30 DEC 16 2024

Page 1 of 2

FEL-DIXIE PLUMBING #1462

Price Quotation

Phone: 478-746-4885

Fax: 478-743-3450

**Bid No:** B621242  
**Bid Date:** 12/13/24  
**Quoted By:** JEG

**Cust Phone:** 478-277-5040  
**Terms:** NET 10TH PROX

**Customer:** CITY OF DUBLIN INC  
100 S CHURCH ST STE B  
DUBLIN, GA 31021

**Ship To:** CITY OF DUBLIN INC  
100 S CHURCH ST STE B  
DUBLIN, GA 31021

**Cust PO#:**

**Job Name:** 20" MATERIAL QUOTE

Item	Description	Quantity	Net Price	UM	Total
DR18BP20	PIPE 20 C900 DR18 CL235 PVC GJ BLUE PIPE	320	75.730	FT	24233.60
SP-MHGV20	GATE VALVE 20" MJ GATE VLV W/ SPUR GEAR L/ACC	1	19000.000	EA	19000.00
FB4LA20	FITTINGS & RESTRAINTS 20 MJ C110 45 BEND L/A	8	890.000	EA	7120.00
MJSSLA20	20X9-1/2 MJ C153 SHORT SLV L/A	1	749.500	EA	749.50
MJTCAPLA20K	20X2 MJ C153 TAP CAP L/A	2	517.500	EA	1035.00
SSLCE20	20 PVC WDG REST GLND *ONELOK	18	382.300	EA	6881.40
SSLDE20	20 DI MJ WDG REST GLND *ONELOK	2	329.090	EA	658.18
SPWPC20	20 SIGMA BELL REST F/ C900 *PVLOK	12	739.570	EA	8874.84
IMJBG20	20 MJ C153 BLT GSKT PK L/ GLAND	22	61.990	EA	1363.78
P744120232	WIRE AND TAPE 12GA SLD HFCCS PE30 WIRE BLUE 500	500	95.620	M	47.81
PSD2105B52	2X1000 UG DET WTR BLUE WIRE 500FT PER ROLL TAPE 1000FT PER ROLL	1	21.280	EA	21.28
<b>Net Total:</b>					\$69985.39
<b>Tax:</b>					\$0.00
<b>Freight:</b>					\$0.00
<b>Total:</b>					\$69985.39



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1462&on=29633>

08:53:30 DEC 16 2024

**Reference No:** B621242

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1462&on=29633>



509 AIRPORT ROAD  
DUBLIN, GA 31021

PHONE (478) 272-2026  
FAX (478) 275-2522

**Quoted To Customer**

DUBLIN CITY OF/CITY HALL-ACCT  
PO BOX 690  
DUBLIN, GA 31040-0690

Phone (478) 272-1620  
Fax (478) 275-4452

**Job Name**

20" WATER LINE PROJECT

**Quote No.**

0007519

**Date**

12/16/24

**Page**

1

**Expiration Date**

1/12/25

**Revised Date**

12/16/24

**Bid Due Date**

12/13/24

**Quoted By**

ARTHUR CROOMS  
abcrooms@winwaterworks.com  
(478) 986-8896

Customer	Payment Terms	Quoted To	Salesperson	FOB
000216	NET 30	ARTHUR CROOMS	ARTHUR CROOMS	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	320	20" C-905 DR18 PVC WATER PIPE	76.1300	FT	24361.60
2.0	1	20 M&H MJXMJ GATE VALVE WITH BEVEL GEAR 4702GVMJMJ20	18589.7700	EA	18589.77
3.0	8	20X45 DI MJ 460S82935117028	885.1900	EA	7081.52
4.0	1	CDMJSS20 20 MJ SLV SHORT 6111CDMJSS20	745.4500	EA	745.45
5.0	2	20X2 DI MJ TAP CAP 460S82935109507	514.7100	EA	1029.42
6.0	18	20 PVC SGRIP SERIES 4000 W/ACC 460SPVCPK4020N	437.4200	EA	7873.56
7.0	2	SGDPPK20 20 STARGRIP W/ACC FOR DI PIPE 460SSGDPPK20	383.6200	EA	767.24
8.0	12	20 1100C PVC 20" PVC RESTRAINT KIT 460S82935100295	731.6200	EA	8779.44
9.0	22	6600.20 20 MJ GLAND PK 20" MJ ACCESSORY PACK 6111660020	153.1700	EA	3369.74
10.0	1	12GA BLUE COPPER CLAD STL WIRE 197712CUCLADBLU	60.0000	EA	60.00
11.0	1	2X1000 BLUE DETECTABLE TAPE 1700T21000DTB	20.7900	EA	20.79

Tax Area Id	Net Sales	72,678.53
111750000	Freight	.00
	Tax	.00
	Quotation Total	72,678.53



## QUOTATION

Quotation Number **S161383**  
Version Number **1**  
Quotation Date

JOB NAME DUBLIN GA

### SALE SITE

CONSOLIDATED PIPE & SUPPLY  
419 CHAPMAN RD  
BYRON, GA 31008-7052  
PHONE: 478-956-4777

### SHIP TO

DUBLIN CITY OF  
702 EAST MADISON ST.  
DUBLIN, GA 31021, USA

### Last Communication

Expiration Date 01/02/2025  
Written By Korey Avery  
Customer RFQ 20" MATERIAL  
Customer Number GA0675312L  
Requested By DAVID SAWYER  
Sales Rep Korey Avery

### SOLD TO

DUBLIN CITY OF  
P O BOX 690  
DUBLIN, GA 31040-0690, USA

Ship Via Best Way  
Delivery Terms To Be Determined  
Payment Terms Net 30 Days

### SALES

Line	CPS Part No Part Description	Wanted Delivery Date	Sales Qty	UoM	Unit Net Price	Extended Amount
1	60-2000-00025		320.00	FT	\$80.99	\$25,916.80
1.1	20 DIPS DR18 SANDERSON PIPE CL235 D2241 C900 BLUE PVC PIPE GSKT 20' (IN STOCK IN TN)					
2	22-2000-00023		1.00	EA	\$20,000.00	\$20,000.00
2.1	20 MUELLER A-2360-23 DI OL GATE VALVE L/ACC MJ (IN STOCK IN GA)					
3	20-2000-00270		8.00	EA	\$929.55	\$7,436.40
3.1	20 CDI 06 MJ 45 L/ACC (IN STOCK IN AL)					
4	20-2000-00184		1.00	EA	\$782.95	\$782.95
4.1	20 C153 DI LP SLEEVE L/ACC MJ IMP (IN STOCK IN AL)					
5	20-2000-00160		2.00	EA	\$547.13	\$1,094.26
5.1	20 C153 DI CAP W/ 2" TAP L/ACC MJ IMP (IN STOCK IN AL)					
6	QUOTE-EA		18.00	EA	\$507.50	\$9,135.00
6.1	20 MEGALUG FOR PVC SLCEP20 (IN STOCK IN AL)					
7	QUOTE-EA		2.00	EA	\$404.55	\$809.10
6.2	20 MEGALUG FOR DUCTILE IRON SLDEP20 (IN STOCK IN AL)					
8	QUOTE-EA		12.00	EA	\$772.73	\$9,272.76
6.3	20 BELL RESTRAINT KIT FOR PVC PWP-C20 (IN STOCK IN AL)					
9	QUOTE-EA		22.00	EA	\$165.88	\$3,649.36
6.4	20 MJ ACCESSORY PACK DGP20 (IN STOCK IN AL)					
10	15-1200-00033		500.00	FT	\$0.18	\$90.00
7.1	12 ga BLUE PE-30 COPPER SOLID TRACER WIRE 500' DOM (IN STOCK IN BYRON)					

Subtotal Amount	\$78,186.63
Tax Amount	\$0.00
<b>Total</b>	<b>\$78,186.63</b>

This Quotation is subject to and will be governed by Consolidated Pipe's Domestic Terms and Conditions which can be found at <https://consolidatedpipe.com/wp-content/uploads/Consolidated-Pipe-Supply.-General-Terms-and-Conditions-of-Sale-10.1.16-03622602-7.pdf>. Only Consolidated Pipe's Terms and Conditions shall apply. Any other new, additional or conflicting terms and conditions shall be inapplicable to this Quotation as well as to any related purchase order or other agreement, or any performance thereunder.

Page 1 of 1

Consolidated Pipe and Supply Company





## Dublin City Council Agenda Item Memorandum

To be an item for consideration on the Dublin City Council Meeting Agenda, This form, Must be in the City Manager's Office no later than 5:00 P.M. on the Wednesday the week prior to a City Council Meeting.

To: Mayor and Council

From: **Jacob W. Poole**

Request Date: **12/10/2024**

Agenda Date: **1/2/2025**

Proposed Agenda Title and Description:

**Municipal Judge Contract**

Budgeted: Yes ☐ No ☐

If **YES**: What is the Account Name & Number:

Budget Amount:

Purchase Cost:

Over/Under Budget +/-:

Plan for Budget Overage:

If **NO**: How do you plan to pay for item?

Recommendation and Justification:

Municipal Court Judge Lauren Shurling Kirkland was appointed in March 2024 by council. Her services are recommended to be renewed for the bi-annual term of 2025-2027 per OCGA 36-32-2.

Department Head Signature: **Jacob W Poole**

# EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DUBLIN, GEORGIA AND THE CHIEF JUDGE OF MUNICIPAL COURT

This Agreement by and between the City of Dublin, Georgia, a municipal corporation, hereinafter referred to as the “City”, and Lauren Shurling Kirkland, hereinafter referred to as the “Municipal Court Judge” or “Judge”, is as follows:

**WHEREAS**, the City Council has appointed Lauren Shurling Kirkland to serve as Chief Judge of the City’s Municipal Court at the first organizational meeting of 2025; and

**WHEREAS**, the City Council initially appointed Kirkland on March 7, 2024; and

**WHEREAS**, Lauren Shurling Kirkland has accepted the appointment; and

**WHEREAS**, Lauren Shurling Kirkland understands this is an independent contractor position covering seven days per week and involves administrative oversight of Municipal Court business and any and all associate judges; and,

**WHEREAS**, in order to provide for the services of Chief Judge of the Municipal Court and to establish compensation for such services, it is appropriate for the City to enter into an Employment Agreement with the Chief Municipal Court Judge for such services;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and terms contained herein, the City and Lauren Shurling Kirkland agree as follows:

## **1. TERM OF APPOINTMENT:**

Lauren Shurling Kirkland accepts the position of Chief Judge of the Municipal Court of the City in accordance with the provisions of OCGA 36-32-2, relevant portions of Section 2.11 of the City’s Charter and as governed by Article V of the Charter, and as supplemented by this Agreement for two-year terms, subject to re-appointment by the Mayor and City Council of Dublin, commencing at the first regular meeting of Mayor and Council in January and terminating at the first regular meeting of Mayor and Council in January every other year, unless earlier terminated as described below.

The Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must also be a citizen of the United States of America and the State of Georgia. The Judge must also comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Judge shall immediately report to the Mayor and City Manager any change affecting her membership in good standing in the Georgia Bar Association and training deficiencies.

## **2. SCOPE OF SERVICES:**

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the

Uniform Rules, Municipal Courts of the State of Georgia and such other rules as may be prescribed by the Supreme Court of the State of Georgia. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Commission.

The Judge shall preside over all pre-trial conferences, cases, trials, and hearings or arrange for a Judge Pro Tempore to do so. The Judge also shall perform all required duties, including but not limited to, those described in this document and Article V of the City Charter.

The Judge shall at all times faithfully and to the best of his/her ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation, Charter and City Ordinance.

In the event the Associate Judge is not available, the Judge shall instruct the Municipal Court Clerk to arrange for a duly-appointed Judge Pro Tempore for vacation, affidavits of prejudice, recusal from a pending case, illness and required judicial continuing education and training. Before doing so, the Judge shall confirm that the Judge Pro Tempore is an attorney admitted to the practice of law in the State of Georgia, a member in good standing with the Georgia Bar Association, and current in all training requirements.

The Judge shall instruct all Judges Pro Tempore concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.

The Judge shall make reasonable effort to work with the Municipal Court Clerk to maintain a pool of at least two Judges Pro Tempore and shall endeavor to rotate them evenly so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.

### **3. JUDICIAL INDEPENDENCE AND ADMINISTRATION:**

The Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with the Judge when performing judicial duties. The Judge or any Judge Pro Tempore serving in the absence of the Judge, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to establishment of a standard bail schedule if the judge deems appropriate, establishment of a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

Furthermore, the Judge is responsible for doing the following:

- in coordination with the City Attorney and the Court Clerk, approving court forms and procedures necessary for the proper exercise of constitutional rights

and other compliance with the law, and updating such forms and procedures as necessary

- in coordination with the City Attorney and Court Clerk, providing proper training of court staff and officials subject to the Judge's direction and control about court procedures and the use of approved court forms, and updating such training as necessary
- ensuring that court staff and officials subject to the Judge's direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes
- notifying the City Attorney of any Judicial Emergency Orders and any actions required to comply with such Orders, including, but not limited to actions that impact remote technology needs, city buildings, and city staff
- notifying the Municipal Court Clerk and City Manager of additional resources necessary to ensure compliance with applicable laws and rules
- notifying the Municipal Court Clerk and City Manager of service provider performance deficiencies
- reviewing quarterly reports and other communications of the Georgia Department of Community Supervision Misdemeanor Probation Oversight program and taking any actions the Judge deems necessary or appropriate
- presenting municipal court statistical reports as appropriate and requested by the Mayor, City Manager, or Personnel Committee of City Council.

The Court Clerk and all represented court staff are City employees subject to City rules and regulations. However, they are subject to the Judge's direction and control when performing duties for the court. Their salaries, benefits, hours of work and working conditions shall be established by the City.

The Judge understands that court staff adhere to the same applicable personnel policies as other City employees. The Parties agree that the Judge will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge's rights and responsibilities with respect to court employees. The Judge acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers.

The Judge will confer with the City Manager to coordinate administrative activities concerning City procedures, policies and the budget in an effort to retain and insure consistency and common practices throughout the City.

**4. COMPENSATION:**

The Judge's salary and benefits shall be set and appropriated through the City's budget process.

The Chief Judge shall be compensated the sum of \$3,750 per month, payable for services in accordance with payroll procedures and timelines established by the City.

**5. BENEFITS:**

a) The City will offer the Judge benefits as follows:

- i. laptop computer or notebook
- ii. a city smart phone

b) The position of Municipal Court Judge is not an "eligible position" for purposes of the City's voluntary benefits or retirement benefit plans.

**6. TERM OF AGREEMENT:**

The Judge's term of office shall commence on January 2, 2025 and terminate at the first regular meeting of Mayor and Council in January, 2027 or at such time as a successor is appointed, whichever occurs last. The employment hereunder shall automatically renew on the basis hereby established for successive two-year terms, subject to bi-annual reappointment by the Mayor and Council each subsequent two-year period and also subject to the right of termination as stated in paragraph 8.

**7. CONTRACT ADMINISTRATION:**

This Agreement shall be administered by the City Manager and/or designee on behalf of the City and by Lauren Shurling Kirkland on behalf of the Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy to email:

**IF TO THE CITY:**

City Manager  
100 S. Church St.  
P.O. Box 690  
Dublin, Georgia 31040  
powellj@dublinga.org

**IF TO THE JUDGE:**

Lauren Shurling Kirkland  
205 Smith Street  
Vidalia, GA 30474  
[lauren@tinamaddoxlaw.com](mailto:lauren@tinamaddoxlaw.com)

**8. TERMINATION OF AGREEMENT:**

This Agreement may be terminated during the Judge's term of office as follows:

by the Judge if (s)he provides a minimum of sixty (60) days written notice prior to his/her effective date of termination, unless otherwise mutually agreed by the parties,  
or

by the City as provided in O.C.G.A. Section 36-32-2.1 or as provided in the Charter of the City of Dublin.

**9. MERGER AND AMENDMENT:**

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Employment Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Employment Agreement shall be resolved in Laurens County Superior Court, State of Georgia.

**10. SEVERABILITY:**

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

**IN WITNESS WHEREOF** the parties hereto do hereby execute this Agreement.

CITY OF DUBLIN, GEORGIA

MUNICIPAL COURT JUDGE

By: \_\_\_\_\_  
Joshua E. Kight, MAYOR

By: \_\_\_\_\_  
Lauren Shurling Kirkland

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Heather M. Browning, City Clerk

## OATH OF MUNICIPAL COURT JUDGE

**“I, Lauren Shurling Kirkland,** a citizen of Emanuel County, Georgia being duly appointed as the Judge of the Municipal Court for the City of Dublin and the recipient of public funds for services rendered as such employee, do hereby solemnly swear:

That I will faithfully execute the office of Municipal Court Judge for the City of Dublin, Georgia;

That I will support and defend the Constitutions of the State of Georgia and the United States of America;

That I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I am prohibited from holding by the laws of the State of Georgia;

That I am not the holder of any unaccounted-for public money due this state or any political subdivision or authority thereof;

That I am otherwise qualified to hold this office by the Constitution and laws of this State and the Charter and ordinances of the City of Dublin; and

That I will faithfully and impartially perform the duties imposed upon me as the Judge of the Municipal Court for the City of Dublin, while in office, to the best of my ability”

---

Lauren S. Kirkland, Municipal Court Judge

Sworn to and subscribed to before me  
This 2<sup>nd</sup> day of January, 2025

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Judge Jon Helton

## O.C.G.A. § 36-32-2

Current through 2024 Regular and Extraordinary Session of the General Assembly.

**Official Code of Georgia Annotated > TITLE 36 Local Government > Provisions Applicable to Municipal Corporations Only (Chs. 30 — 46) > CHAPTER 32 Municipal Courts (Arts. 1 — 3) > Article 1 General Provisions (§§ 36-32-1 — 36-32-13)**

### **36-32-2. Appointment of judges.**

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(a)

(1) Notwithstanding any other provision of this chapter or any general or local Act, the governing authority of each municipal corporation within this state having a municipal court, as provided by the Act incorporating the municipal corporation or any amendments thereto, is authorized to appoint a judge of such court. Any individual appointed as a judge under this Code section shall possess such qualifications as set forth in [Code Section 36-32-1.1](#) and shall receive such compensation as shall be fixed by the governing authority of the municipal corporation. Notwithstanding the failure of the governing body of a municipal corporation to enter into a written agreement or enact an ordinance as provided for in this paragraph, any individual appointed as a judge under this Code section shall serve for a minimum term of two years from the date of appointment as reflected in the minutes of the municipal corporation, unless such municipal corporation's charter provides for a longer term, and until a successor is appointed or if the judge is removed from office as provided in [Code Section 36-32-2.1](#). Such term shall be memorialized in a written agreement between such individual and the governing authority of the municipal corporation or in an ordinance or a charter. If such term is memorialized in a written agreement, such agreement shall not include any geographic limitation concerning a judge's eligibility to serve and shall not contain any provision that a judge serve in an at-will capacity.

(2) Except as otherwise provided for in [Code Section 36-32-2.1](#), in the event of a vacancy occurring during the term of a judge appointed under this Code section, the governing authority of the municipal corporation is authorized to appoint an individual to serve for the remainder of the unexpired term created by such vacancy, provided such individual is qualified by law to serve as a municipal court judge.

(b) This Code section shall not be construed to require the governing authority of any municipal corporation to appoint a judge; but such governing authority may appoint a judge if, acting in its sole discretion, the governing authority determines that such appointment would be in the best interest of the municipal corporation.

### **History**

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Code 1933, § 69-704.1, enacted by Ga. L. 1973, p. 489, § 1; Ga. L. 1987, p. 3, § 36; Ga. L. 1995, p. 712, § 1; [Ga. L. 2016, p. 367, § 1/HB 691](#); [Ga. L. 2022, p. 822, § 1/HB 1275](#); [Ga. L. 2024, p. 669, § 1/HB 456](#), effective July 1, 2024.

Annotations

### **Notes**

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## 36-32-2. Appointment of judges.

**Amendments.**

The **2022 amendment**, effective July 1, 2022, redesignated the existing provisions of subsection (a) as paragraph (a)(1), rewrote the third sentence in paragraph (a)(1), which read: “Any individual appointed as a **judge** under this Code section shall serve for a minimum term of one year and until a successor is appointed or if the **judge** is removed from office as provided in Code Section 36-32-2.1.”, deleted the former last sentence, which read: “With respect to an individual serving as a **municipal court judge** in a consolidated government, the local Act shall determine the term of such **judge**.”, and added paragraph (a)(2).

The **2024 amendment**, effective July 1, 2024, in paragraph (a)(1), substituted “two years” for “one year” in the third sentence and added the last sentence. See Editor’s notes for applicability.

**Code Commission notes.**

Pursuant to [Code Section 28-9-5](#), in 2016, “ [Code Section 36-32-2.1](#)” was substituted for “ Code Section 36-32-2.2” in subsection (a).

**Editor's notes.**

[Ga. L. 2024, p. 669, § 3/HB 456](#), not codified by the General Assembly, makes the amendment to paragraph (a)(1) of this Code section applicable to written agreements entered into on or after July 1, 2024.

**JUDICIAL DECISIONS**

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**Separation of powers. —**

Because a **municipal court** is a **municipal** office discharging strictly **municipal** functions, [O.C.G.A. § 36-32-2\(a\)](#) does not violate the separation of powers doctrine of [Ga. Const. 1983, Art. I, Sec. II, Para. III](#) and the city was authorized to require the **judge** to reinstate the contract between the county and the private probation services company. [Ward v. City of Cairo, 276 Ga. 391, 583 S.E.2d 821, 2003 Ga. LEXIS 305 \(2003\)](#).

**Judge was qualified to preside over case. —**

**Municipal court judge** was qualified to preside over the case although the **judge** was not a resident of the judicial circuit in which the **court** was located, when neither the mayor nor another member of the governing authority of the city served as a **judge** of the **municipal court**. [Giles v. City of Locust Grove, 203 Ga. App. 164, 416 S.E.2d 758, 1992 Ga. App. LEXIS 458 \(1992\)](#), cert. denied, [No. S92C0752, 1992 Ga. LEXIS 347 \(Ga. Apr. 24, 1992\)](#).

**Opinion Notes**

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**OPINIONS OF THE ATTORNEY GENERAL****Clerk of Superior Court may not serve as Judge of Mayor’s Court. —**

Clerk of the Superior **Court** is prohibited by a common-law conflict of interest from simultaneously serving as the **Judge** of the Mayor’s **Court**. 1984 Op. Att’y Gen. No. U84-22.

**Member of General Assembly may not serve as municipal court judge. —**

## 36-32-2. Appointment of judges.

While the separation of powers doctrine does not apply where the issues relate solely to **municipal** officials utilizing **municipal** powers, it does apply where it concerns a **municipal court judge** exercising state judicial powers. Because of that, the exercise of those state judicial powers by a legislator would be a violation of the constitutional prohibition against a member of one branch exercising the powers of another branch of government. Therefore, a member of the Georgia General Assembly may not serve as a **municipal court judge**. 2014 Op. Att'y Gen. No. U2014-2.

## Research References & Practice Aids

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### RESEARCH REFERENCES

#### Am. Jur. 2d.

46 Am. Jur. 2d, **Judges**, §§ 5, 7. 56 Am. Jur. 2d, **Municipal** Corporations, Counties, and Other Political Subdivisions, §§ 205, 209.

#### C.J.S.

16 C.J.S., Constitutional Law, § 366 et seq. 48A C.J.S., **Judges**, § 23 et seq. 62 C.J.S., **Municipal** Corporations, §§ 407, 418 et seq., 447, 448, 455.

#### Hierarchy Notes:

[O.C.G.A. Title 36](#)

[O.C.G.A. Title 36, Ch. 32](#)

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## **O.C.G.A. § 36-32-2.1**

Current through 2024 Regular and Extraordinary Session of the General Assembly.

***Official Code of Georgia Annotated > TITLE 36 Local Government > Provisions Applicable to Municipal Corporations Only (Chs. 30 — 46) > CHAPTER 32 Municipal Courts (Arts. 1 — 3) > Article 1 General Provisions (§§ 36-32-1 — 36-32-13)***

### **36-32-2.1. Removal of judges.**

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- (a) As used in this Code section, the term “judge” means an individual serving as an appointed municipal court judge.
- (b)
- (1) A judge may be removed during his or her term of office by a two-thirds’ vote of the entire membership of the governing authority of the municipal corporation for:
- (A) Willful misconduct in office;
  - (B) Willful and persistent failure to perform duties;
  - (C) Habitual intemperance;
  - (D) Conduct prejudicial to the administration of justice which brings the judicial office into disrepute; or
  - (E) Disability seriously interfering with the performance of duties, which is, or is likely to become, of a permanent character.
- (2) A municipality may define in its charter further conduct that may lead to a judge’s removal.
- (3) Where a municipality has entered into a written agreement with an individual memorializing the terms and conditions of his or her appointment as judge, and the municipality alleged a breach of the agreement:
- (A) Written notice of such breach shall be given to the judge;
  - (B) The judge shall have up to 30 days after receiving the notice to cure the alleged breach;
  - (C) Where a municipality seeks to remove a judge for breach of the agreement, such removal during a judge’s term shall only occur in the event of a material breach; and
  - (D) Removal for a material breach may only be done subject to the provisions of subsection (c) of this Code section.
- (c)
- (1) Removal proceedings pursuant to subsection (b) of this Code section may be initiated only by written petition setting forth the grounds for removal of a judge signed by one or more members of the governing authority of the municipal corporation.
- (2) A petition for removal shall state:
- (A) The cause or causes for his or her termination in sufficient detail to enable him or her fairly to show any error that may exist therein;
  - (B) The names of the known witnesses and a concise summary of the evidence to be used against him or her, and the names of any new witnesses shall be provided as soon as practicable; and

## 36-32-2.1. Removal of judges.

**(C)** That the judge, upon request, shall be furnished with compulsory process or subpoena legally requiring the attendance of witnesses and the production of documents and other evidence as provided by law.

**(3)** Upon submission of the petition to remove the judge to such governing authority, the governing authority may consider the petition and determine if the petition relates to and adversely affects the administration of the office of the judge and the rights and interests of the public. If it is determined at a public meeting by a majority vote of the governing authority of the municipal corporation that there is an adverse impact, the judge may be suspended immediately and without further action for up to 60 days pending the final determination pursuant to subsection (e) of this Code section. A judge suspended pursuant to this subsection shall continue to receive the compensation from his or her office until the final determination on the petition or expiration of the suspension.

**(d)** If by the expiration of the suspension period no formal resolution of the petition has been made, the judge shall be reinstated.

**(e)**

**(1)**

**(A)** Removal proceedings shall consist of an open and public hearing held by the governing authority of the municipal corporation, provided that the judge against whom such charges have been brought shall be furnished notice of the time and place where the hearing will be held and a copy of the charges at least 20 days prior to the hearing.

**(B)** The notice required by subparagraph (A) of this paragraph shall be served by certified mail or statutory overnight delivery and shall be deemed to be perfected by certified mail when the notice is deposited in the United States mail addressed to the last known address of the addressee with sufficient postage affixed to the envelope.

**(C)** The judge shall be entitled to be represented by counsel at his or her expense and, upon request, shall be entitled to have subpoenas or other compulsory process issued for the attendance of witnesses and the production of documents and other evidence. Such subpoenas and compulsory process shall be issued in the name of the governing authority of the municipal corporation and shall be signed by the chief elected official or chief executive officer of the municipal corporation. In all other respects, such subpoenas and other compulsory process shall be subject to Article 2 of Chapter 13 of Title 24.

**(D)** The hearing shall be recorded at the expense of the municipal corporation. Such recording should contain at least the audio and may contain video. The audio recording of the hearing shall be transcribed at the judge's expense if he or she requests review by the superior court.

**(E)** The following oath or affirmation shall be administered to all witnesses by the presiding officer provided for in paragraph (2) of this subsection;

"You do solemnly swear or affirm that the testimony you give shall be the truth, the whole truth, and nothing but the truth. So help you God."

**(F)** All questions relating to the admissibility of evidence or other legal matters shall be decided by the presiding officer provided for in paragraph (2) of this subsection. The governing authority of the municipal corporation shall have the burden of proving by a preponderance of the evidence that removal is warranted pursuant to subsection (b) of this Code section, and such governing authority shall have the right to open and to conclude arguments. Except as otherwise provided in this Code section, hearings shall be governed by the same rules as govern the introduction of evidence in nonjury civil trials in the superior court.

**(G)** At the conclusion of the hearing, the governing authority of the municipal corporation shall determine whether or not to remove the judge from office. The governing authority of the municipal corporation shall state the basis for its decision to remove or not remove the judge from office. Said decision and its basis shall be rendered at the hearing and shall be in writing. The right to appeal a

### 36-32-2.1. Removal of judges.

decision to remove a judge from office shall exist. The decision to remove a judge from office pursuant to this Code section shall be appealed by filing a petition for review in the superior court of the circuit in which the governing authority of the municipal corporation, or any portion of it, is situated. Such appeals shall be governed by Chapter 3 of Title 5.

**(2)** The chief judge of the superior court of the circuit in which the governing authority of the municipal corporation, or any portion of it, is situated shall appoint a senior superior court judge or a senior state court judge to act as the presiding officer at a hearing conducted pursuant to this subsection. If the municipal corporation lies in two superior court circuits, the most senior chief judge of the circuits shall appoint such presiding officer. The governing authority of the municipal corporation shall be responsible for compensating the presiding officer for his or her services at a rate not to exceed \$500.00 per diem, plus reasonable and necessary expenses.

**(f)** This Code section shall not affect the power and authority of the Judicial Qualifications Commission to discipline, remove, or cause the involuntary retirement of judges.

**(g)** In the event that a vacancy in a judgeship is created by the removal of a judge pursuant to this Code section, the governing authority of the municipal corporation may fill such vacancy by appointing any individual qualified by law to serve as a municipal court judge for a period of not less than 30 days nor more than 60 days. If after the conclusion of the removal proceedings, including the appeal period, there is a vacancy for such judgeship, the governing authority of the municipal corporation may appoint a judge in the same manner as set forth in [Code Section 36-32-2](#).

**(h)** The provisions of this Code section shall expressly supersede any conflicting local law of this state.

## History

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Code 1981, § **36-32-2.1**, enacted by [Ga. L. 2016, p. 367, § 2/HB 691](#); [Ga. L. 2023, p. 728, § 4/HB 186](#), effective July 1, 2023; [Ga. L. 2024, p. 669, § 2/HB 456](#), effective July 1, 2024.

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## Dublin City Council Agenda Item Memorandum

To be an item for consideration on the Dublin City Council Meeting Agenda, This form, Must be in the City Manager's Office no later than 5:00 P.M. on the Wednesday the week prior to a City Council Meeting.

To: Mayor and Council

From: Josh W. Powell

Request Date: 12/30/2024

Agenda Date: 1/2/2025

Proposed Agenda Title and Description:

Appointment of the City Attorney

Budgeted: Yes ☒ No ☐

If **YES**: What is the Account Name & Number: 100-1530-521200

Budget Amount: \$85,000

Purchase Cost: N/A

Over/Under Budget +/-:

Plan for Budget Overage:

If **NO**: How do you plan to pay for item?

Recommendation and Justification:

The Personnel Committee is recommending the re-appointment of Duke Groover as the City's Attorney. James Bates Brannan Groover, LLP provides legal services to the city at a rate of \$275/hour for attorneys and \$165/hour for paralegals.

Department Head Signature: Josh W. Powell



## OATH OF CITY ATTORNEY

“I, **Duke Groover**, a citizen of Bibb County, Georgia being appointed as the City Attorney for the City of Dublin and the recipient of public funds for services rendered as such employee, do hereby solemnly swear:

That I will faithfully execute the office of City Attorney for the City of Dublin, Georgia;

That I will support and defend the Constitutions of the State of Georgia and the United States of America;

That I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I am prohibited from holding by the laws of the State of Georgia;

That I am not the holder of any unaccounted-for public money due this state or any political subdivision or authority thereof;

That I am otherwise qualified to hold this office by the Constitution and laws of this State and the Charter and ordinances of the City of Dublin; and

That I will faithfully and impartially perform the duties imposed upon me as City Attorney for the City of Dublin, while in office, to the best of my ability”

---

Duke Groover, City Attorney

Sworn to and subscribed to before me  
This 2<sup>nd</sup> day of January, 2025

---

Judge Jon F. Helton



**JAMES BATES  
BRANNAN GROOVER LLP**

DUKE R. GROOVER  
CHRIS GORDON

DIRECT LINE: (478) 749-9931  
DIRECT LINE: (478) 749-9939

EMAIL: DGROOVER@JAMESBATESLLP.COM  
EMAIL: CGORDON@JAMESBATESLLP.COM

**-PLEASE REPLY TO THE MACON OFFICE-**

December 13, 2022

**VIA UPS OVERNIGHT AND EMAIL**

City of Dublin, GA  
Attn: Josh Powell, City Manager  
100 South Church Street  
Dublin, GA 31040

RE: Proposal for City Attorney Services (Contract Basis) – City of Dublin, GA

Dear Mr. Powell:

On behalf of the law firm of James Bates Brannan Groover, LLP (“JBBG”), we are pleased to submit this letter of interest and accompanying response to the City of Dublin’s advertisement for City Attorney Services. Please find the following information, along with a detailed synopsis of our experience and qualifications, that will be helpful in your consideration.

Respondent:	James Bates Brannan Groover, LLP
Address:	231 Riverside Drive, Macon, Georgia 31201
Telephone:	478-742-4280
Fax:	478-742-8720

Lead Attorney:	Duke R. Groover
Direct Dial	478-749-9931
Email:	<a href="mailto:dgroover@jamesbatesllp.com">dgroover@jamesbatesllp.com</a>

Authorized Person to Answer  
Questions Regarding this Proposal: Duke R. Groover

**1. History of the Firm:**

Attorneys at JBBG have been representing various local governmental entities in various capacities for over 35 years. JBBG was founded in 1999 as a forward-thinking, client-driven law firm centered on core values of integrity, servant leadership, respect for others, and the pursuit of excellence. Currently, JBBG has offices in Macon, Atlanta, and Athens with approximately 60 attorneys and 50 support staff to serve the needs of its clients. The majority of the work as City Attorney for Dublin would be provided from JBBG’s Macon office and onsite in Dublin, Georgia. JBBG is a full service law firm. In addition to the specific local government work which attorneys at JBBG practice, JBBG also provides legal services to clients involving construction, employment

MACON

ATLANTA

ATHENS

231 RIVERSIDE DR ■ MACON, GA 31201  
TEL 478.742.4280 ■ FAX 478.742.8720

3399 PEACHTREE RD NE, STE 1700 ■ ATLANTA, GA 30326  
TEL 404.997.6020 ■ FAX 404.997.6021

ONE PRESS PLACE, STE 200 ■ ATHENS, GA 30601  
TEL 706.215.8321 ■ FAX 706.215.8322



law, environmental law, real estate, insurance, tax, corporate and eminent domain making it a full-service law firm.

In addition to our other local government clients, I serve as the outside County Attorney for Macon-Bibb County. In this position, the James Bates Team works seamlessly in delivering excellent legal work to the 4<sup>th</sup> largest city in the State. Our team has developed an expertise in all issues involving local government law, including condemnations, employment discrimination, intergovernmental agreements, stormwater management, procurement processes and contracts, and civil rights litigation. Furthermore, we are familiar with the procurement procedure and regulations for local governing authorities as we covered the duties of Chief Procurement Officer for Macon-Bibb County for a year while the position was vacant.

I have attached hereto the resumes/CVs of the following attorneys proposed to provide direct legal services to the City of Dublin, detailing their experience and qualifications in working with local government agencies:

Duke R. Groover  
John B. (Jack) Nichols  
Christopher Gordon  
Lauren N. Schultz

## **2. Experience in Representing Government Entities:**

Some of the local governmental entities JBBG represents include outside general counsel for Macon-Bibb County, the City of Butler, Peach County, the Joint Development Authority of Peach County and the City of Warner Robins, the City of Eastman, and Municipal Court Judge for the City of McRae. JBBG represents various constitutional officers, such as the Macon-Bibb County Sheriff, the Tax Commissioner of Macon-Bibb County, and the Probate Court of Macon-Bibb County. JBBG also represents the Macon Water Authority, the City of Centerville, and the State of Georgia on various matters.

## **3. Experience in Representing Government Entities**

### **a. Open Meetings/Open Records—Requests, Procedures, and Compliance**

As part of our representation of local governments, various attorneys within our firm have been tasked with ensuring compliance with the Open Meetings Act at county and city meetings and various board meetings as well as providing training on the Open Meetings Act to newly elected officials. Further, we currently handle the Open Records Requests for Macon-Bibb County.

**b. Drafting and/or Interpretation of Contracts and Intergovernmental Agreements**

JBBG has extensive experience drafting and interpreting contracts between local governments and other governmental entities. Examples of such contracts, often referred to as intergovernmental agreements, including joint services (e.g., waste management, storm water, and enforcement of ordinances with Sheriff's Offices). JBBG has also been effective in drafting memoranda of understanding, or resolution documents, between governmental entities to provide guidance and instruction to clients, all while navigating sensitive political environments. Furthermore, JBBG has successfully represented local governments in the contract drafting negotiations with state and federal agencies.

**c. Drafting and/or Interpretation of Ordinances, Laws, Resolutions, or Similar Legislation**

Our firm regularly reviews and provides guidance to our local government clients on the legal and practical issues involving drafting and the enforcement of ordinances, local laws, resolutions, and similar legislation. JBBG has also been involved in complete updates of ordinances surrounding alcohol licensing, blight, and code enforcement.

**d. Land Use Regulations, Planning and Zoning Procedures, Substantive Law, and Appeals to Superior Court**

JBBG has successfully handled matters involving zoning ordinances of cities, counties, and consolidated governments.

**e. Conflicts of Interest and the Procedures to Avoid or Handle them**

All potential client matters are vetted (100%) for conflicts in the Coyote Analytics Accounting program that JBBG uses in conjunction with the iManage file document system which captures all the firm's electronic documentation (past and present). Searches are saved within Coyote for future reference. If there is not a noted conflict a client matter is established which tracks all aspects of work throughout the lifetime of the matter. If a conflict is noted during the search it is researched to determine if it is relevant to the current matter. If a conflict is confirmed the potential client is notified that JBBG cannot represent them, and a referral is provided.

**f. Human Resources Issues Unique, such as Compliance with Title VII, Wage and Hour, Benefit Plans**

As part of our representation of Macon-Bibb County, various attorneys within our firm have been tasked with ensuring compliance with Title VII and other employment laws.

Our firm has worked closely with Macon-Bibb County's Human Resources Department on developing training materials, as well as implementing and updating policies and procedures. Further, we have represented Macon-Bibb County, the Macon-Bibb County Board of Tax Assessors, and Macon Water Authority in numerous employment matters. This includes handling internal investigations, responding to Equal Employment Opportunity Commission charges and investigations, and handling all areas of litigation.

**g. ADA and Rehabilitation Act Compliance Issues for Local Governments**

James Bates has handled a number of ADA related matters, including public access issues and EEOC charges.

**h. SPLOST or LOST Referendums, Procedures, and Requirements**

JBBG has had successfully worked with local government clients in matters related to local taxation. For example, JBBG was successful in drafting and preparing legislation to change the local sales and use tax law for consolidated governments. The services provided included counseling the client through the legislative and political process, meeting with and presenting before legislators at the General Assembly, working with legislative counsel to ensure the proposed legislation was legally sound with no unintended consequences, and ensuring that constitutional election referendum requirements were complied with. JBBG also represented the client before the Department of Revenue and Georgia Attorney General's Office concerning questions regarding the impact of the legislation. JBBG was successful in persuading both governmental entities that the legislation was lawful and constitutional, and the legislation has now been signed into law by the Governor. Ultimately, the proposed legislation, now law, will net the client approximately \$40 million in tax revenue, while also providing the citizens of the client's jurisdiction tax relief.

**i. Governmental and/or Traditional or "back-door" Revenue Bonds Issued by Governments**

JBBG has been involved in various bond matters. JBBG has provided legal counsel to local governments, boards of tax assessors, and tax commissioners in the issuance and implementation of revenue bonds. We work closely with various other bond counsel during the process of the bond issuance to ensure legal compliance and effectiveness.

**j. Appeals to Superior Court or Arbitration Challenging Determinations of Value by a Local Board of Tax Assessors/Board of Equalization**

Attorneys at JBBG represent the Macon-Bibb County Board of Tax Assessor in all appeals to non-binding arbitration and superior court. The appeals handled by our team of attorneys have included issues of tax-exempt status, valuations of real and personal property, breach of conservation use assessment, denial of conservation use assessment, and freeport exemptions. When needed, our attorneys also assist the staff members in board of equalization hearings.

**k. Drafting, Negotiation of, and/or Implementation of Franchise Agreements with Various Utility Providers, such as Cable, Telephone, Water and Sewer, and Electricity Providers/Co-ops**

JBBG is well versed in the drafting, negotiation, and implementation of franchise agreements with various utility providers so that such agreements are in compliance with applicable law and regulations.

**l. Condemnation Procedures and Litigation for Road Improvements and/or Acquisition for Expansion of Local Government Facilities**

Our team at JBBG is well versed in eminent domain including declarations of taking for road improvements and special master proceedings for other public expansion purposes. JBBG has represented the Georgia Department of Transportation, Macon-Bibb County, and Macon Water Authority in numerous condemnation actions from the beginning negotiations through the conclusion of contested litigation.

**m. Local Economic Development Projects in Conjunction with Private or other Public Partners**

While representing Macon-Bibb County and local municipalities, this firm has worked on a number of local economic development projects. The firm has drafted and reviewed intergovernmental agreements between Macon-Bibb County and several Macon-Bibb County agencies in furtherance of those projects. In addition, the firm recently assisted the Macon-Bibb Development Authority with the issuance of bonds for hotels and retail spaces.

**n. Defending Local Governments in Litigation Positions, such as Contract Actions, § 1983 Civil Rights, Tort, Nuisance, and Similar Litigation**

JBBG has extensive experience defending local governments in litigation involving contract disputes, Section 1983 civil rights cases, tort and nuisance lawsuits, and similar litigation. For example, JBBG recently represented Macon-Bibb County in a lawsuit

involving a car accident with a plaintiff and a Macon-Bibb County fire truck that was responding to an emergency. JBBG was able to obtain a dismissal of the fire truck driver from the lawsuit as well as win summary judgment for Macon-Bibb County under a privilege/immunity defense. JBBG has also effectively represented Macon-Bibb County in cases involving Section 1983 lawsuits for alleged Constitutional violations. For example, JBBG has represented Macon-Bibb County and its officers in lawsuits stemming from alleged acts of police brutality, alleged malicious prosecution claims, and alleged negligence surrounding prisoner suicide cases. Despite the complexity of these cases, JBBG has successfully defended those claims.

**o. Investigations and Cooperation with U.S. EPA and State EPD Officials regarding Governmental Property and Environmental Concerns**

This firm has represented Macon-Bibb County in cooperating with the Georgia EPD investigation of Macon's stormwater management. The firm negotiated with the EPD to ensure that Macon-Bibb received lower fines and complied in the future with EPD standards. The firm has worked alongside the Macon Water Authority to gain Local Issuing Authority ("LIA") status regarding soil erosion control and stormwater management. The LIA status allows the Macon Water Authority to make decisions on development projects that can affect the land in Macon-Bibb.

**p. Issues regarding Law Enforcement Procedures and Issues, Litigation (including § 1983), Conditions of Confinement, etc.**

JBBG not only represents local governments when lawsuits arise, but JBBG has worked with local governments to improve and correct their internal processes and procedures to keep those processes and procedures in conformity with Georgia and Federal Law. For example, JBBG has worked with Macon-Bibb County's law enforcement to improve its "Conditions of Confinement" procedures to avoid potential lawsuits. Likewise, JBBG has worked with Macon-Bibb County to update and improve its non-discrimination ordinances and employee pension plans to keep up with ever-evolving state and federal employment law.

**q. Purchasing Requirements for Public Building or Improvement Requirements with Local Governments**

JBBG has been heavily involved in both the procurement procedures and legal requirements of securing bids and responses to multimillion dollar public building projects and improvements. The firm is well versed in drafting purchasing bid documents for public projects which comply with the law but also garner the best results for the local governing authority.

**4. Attorney that will take Primary Responsibility**

Duke R. Groover will be the primary attorney/county attorney responsible for the work associated with the City of Dublin, but the other attorneys noted in this letter would share responsibilities for handling the various legal matters facing the City of Dublin.

There will be four (4) professional staff assigned to the City of Dublin, with the majority of the work being performed in the Macon office.

**5. Description of whether Firm has ever been the Subject of a Bar Complaint, Legal Action, or other Complaint, including Explanation of Circumstances**

Attorneys employed with JBBG have never been the subject of a bar complaint that moved into any disciplinary phase.

**6. Description of Firm's Insurance including General Liability, Workers' Compensation, and Malpractice**

Please see attached the following documents regarding our firm's general liability, workers' compensation, and malpractice insurance:

- a. Certificate of Liability Insurance
- b. Excess Insurance Policy Declarations Page – QBE Insurance Corporation
- c. Excess Liability Policy Declarations Page – North River Insurance Company
- d. Allied World Assurance Company Declarations Page – Lawyers Professional Liability Insurance Policy

**7. Proposed Contact Means and Proposed Response Times to County's Request for Legal Services**

JBBG understands the need for clients to get answers promptly, and the firm has an internal policy of responding to all client contact within 24 business hours. JBBG would provide its emails, work phones, and cell phones to the county for all those primary attorneys working county matters, and county officials should feel comfortable reaching out to JBBG attorneys with any questions or concerns they may have.

**8. Compensation for Services**

JBBG proposes to handle legal services for the City of Dublin in the following manner:

All matters, projects, and litigation would be handled on an hourly basis of \$275 per hour for attorneys and \$165 per hour for paralegals. JBBG will send invoices for its services on a monthly basis.


Charges for Printing and Copying. Our charge for printing and copying services is billed at the rate of 25¢ per page.

Automated Legal Research. Our firm makes use, in appropriate circumstances, of automated legal research services available from Westlaw. The charge for such service by Westlaw is made up of a variety of factors including subscription fees, telephone charges and search fees. Our charges for automated legal research are set in order to reach a break-even point as between the amount billed by Westlaw to the firm and the amount charged to clients.

We believe our extensive experience in providing legal services to governmental entities would enable us to begin providing services to the City of Dublin in a timely manner with a smooth transition.

I appreciate your time and attention in the consideration of our proposal. If you have any questions or require additional information specific to this proposal, please feel free to contact Duke R. Groover by email at [dgroover@jamesbatesllp.com](mailto:dgroover@jamesbatesllp.com) or by phone at 478-749-9931.

Sincerely,



DUKE R. GROOVER  
CHRIS GORDON  
JOHN B. (JACK) NICHOLS  
LAUREN N. SCHULTZ

Attachments:

1. Certificate of Liability Insurance
2. Excess Insurance Policy Declarations Page – QBE Insurance Corporation
3. Excess Liability Policy Declarations Page – North River Insurance Company
4. Allied World Assurance Company Declarations Page – Lawyers Professional Liability Insurance Policy
5. Resume of Duke R. Groover
6. Resume of John B. (Jack) Nichols
7. Resume of Christopher Gordon
8. Resume of Lauren N. Schultz

# Allied World Lawyers Professional Liability

Dear Policyholder,

Thank you for choosing Allied World as your Lawyers Professional Liability insurance carrier. In addition to the coverage provided in the attached policy, AWAC Services Company, a member company of Allied World, partners with the law firm of Hinshaw & Culbertson LLP to provide the following value added risk management services *at no additional charge*.

Allied World Lawyers Professional Liability policyholders can access the interactive risk management website at:

[awac.lawyerlaw.com](http://awac.lawyerlaw.com)

Enter your policy number and create your password.

## RISK MANAGEMENT CONSULTATIONS

- **Up to two hours free per year, per firm** of live risk management hotline support with an experienced senior attorney from the law firm of Hinshaw & Culbertson LLP
- Helpline partners have years of experience specializing in professional liability and legal ethics
- All helpline consultations form an attorney-client privileged relationship

For a risk management consultation, call **866-639-2309** and identify yourself as a lawyer insured by Allied World. You can also request a consultation by going to the Risk Management Consultation link on [awac.lawyerlaw.com](http://awac.lawyerlaw.com).

## CONTINUING LEGAL EDUCATION (CLE)

- **Up to five hours free** CLE for each insured attorney
- You may access the free CLE courses by going to [awac.lawyerlaw.com](http://awac.lawyerlaw.com)

## EDUCATIONAL PORTAL

Designed to be a forum for risk management education, our online portal contains monthly advisories on topical issues. **To create your unique access to the portal, go to [https://alliedworldrisk.management/policy\\_holders/sign\\_in](https://alliedworldrisk.management/policy_holders/sign_in)** and enter your Allied World policy number, inception and expiration date.

## RISK MANAGEMENT WEBSITE

This interactive website contains the following information, documents, and forms:

- Articles on topics related to legal malpractice
- Sample engagement agreements, non-engagement & disengagement letters, litigation hold letters and more
- Checklists to assist in client screening, opening new files, conflicts checks, and suing clients for fees
- Summaries of recent and archived decisions concerning lawyers' professional liability
- Considerations for adopting law firm policies on issues such as records retention, disaster planning, etc.
- Rules of professional conduct & ethics opinions
- Self-audit forms to help evaluate practice management systems
- The Hinshaw & Culbertson LLP "Lawyers' Lawyer" Newsletter is published approximately six times per year
- "Client Alerts" notify lawyers of recent decisions involving issues pertaining to practice management, legal ethics and professional liability

## CONTACTS

If you have any questions on these risk management services, please contact: [riskmanagement@awacservices.com](mailto:riskmanagement@awacservices.com)

Thank you for choosing Allied World.



**RISK MANAGEMENT**

[www.alliedworldinsurance.com](http://www.alliedworldinsurance.com)

This information is provided as a general overview for agents and brokers. Coverage will be underwritten by an insurance subsidiary of Allied World Assurance Company Holdings, GmbH, a Fairfax company ("Allied World"). Such subsidiaries currently carry an A.M. Best rating of "A" (Excellent), a Moody's rating of "A3" (Good) and a Standard & Poor's rating of "A-" (Strong), as applicable. Coverage is offered only through licensed agents and brokers. Actual coverage may vary and is subject to policy language as issued. Coverage may not be available in all jurisdictions. Risk management services are provided or arranged through AWAC Services Company, a member company of Allied World. © 2019 Allied World Assurance Company Holdings, GmbH.

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A FAIRFAX Company

**ALLIED WORLD INSURANCE COMPANY**

1690 New Britain Ave., Suite 101, Farmington, CT 06032 Tel. (860) 284-1300 Fax (860) 284-1301

**ALLIED WORLD *LPL ASSURE*  
LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY**

POLICY NUMBER: 0310-7868

RENEWAL OF: 0310-7868

THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, AND REPORTED IN ACCORDANCE WITH SECTION V.E. OF THE POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION AMOUNT. IN NO EVENT WILL THE INSURER BE LIABLE FOR CLAIMS EXPENSES OR DAMAGES IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

**DECLARATIONS**

**Item 1. Name and Mailing Address of Named Insured:**

James-Bates-Brannan-Groover-LLP  
231 Riverside Drive  
Macon, GA 31201

**Item 2. Policy Period:**

(a) Inception Date: June 24, 2022

(b) Expiration Date: June 24, 2023

At 12:01 a.m. Standard Time at the Mailing Address Shown Above

**Item 3. Limits of Liability:**

**I. Limits of Liability for Insuring Agreements**

\$5,000,000 Limit of Liability for each and every Claim under Insuring Agreement I.

**II. Limits of Liability for Additional Coverages**

(a) \$25,000 Shared Aggregate Limit of Liability for all amounts payable under Additional Coverage A., Supplemental Privacy Coverage.

(b) \$500,000 Limit of Liability for each and every Claim under Additional Coverage B., Non-Profit Directors & Officers Coverage.

\$500,000 Limit of Liability for all Claims under Additional Coverage B., Non-Profit Directors & Officers Coverage.

- (c) \$30,000 Limit of Liability for all personal earnings, under Additional Coverage C.; provided that this Limit of Liability is further limited as follows:

- (i) \$500 for personal earnings lost each day

- (ii) \$15,000 for personal earnings per Claim

- (d) \$20,000 Limit of Liability for all fees, costs and expenses incurred from each and every Disciplinary Proceeding under Additional Coverage D.

\$60,000 Limit of Liability for all fees, costs and expenses incurred from all Disciplinary Proceedings under Additional Coverage D.

- (e) \$10,000 Limit of Liability for all fees and costs incurred from the Insured receiving a Subpoena arising out of Legal Services under Additional Coverage E.

### **III. Policy Aggregate Limit of Liability**

\$5,000,000 Aggregate Limit of Liability for all amounts payable under Insuring Agreement I. and Additional Coverages A. and B. The Aggregate Limit of Liability does not apply to the Additional Coverages C., D. and E.

#### **Item 4. Retentions:**

- (a) \$50,000 each and every Claim under Insuring Agreement I.
- (b) \$5,000 each and every Material Event; each and every Privacy Wrongful Act; and each and every Data Breach under Additional Coverage A.
- (c) \$5,000 each and every Claim under Additional Coverage B.

No Retention shall apply to Additional Coverages C., D. and E.

#### **Item 5. Address of Insurer For Notices Under This Policy:**

Claim-Related Notices:

noticeofloss@awac.com

All Other Notices:

1690 New Britain Avenue, Suite 101  
Farmington, CT 06032

**Item 6. Premium:** \$100,293.00

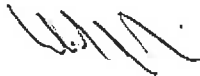
**Item 7. Retroactive Date:** June 28, 1999

**Item 8. Prior Knowledge Date:** June 24, 2017

**Item 9. Endorsements Attached at Issuance:**

1. LPL 00032 10 (02/2021) Georgia Amendatory
2. LPL 00060 00 (11/2013) Amend Selection of Defense Counsel
3. LPL 00132 00 (12/2020) Amendatory Endorsement

In Witness Whereof, the **Insurer** has caused this Policy to be executed and attested. This Policy shall not be valid unless countersigned by a duly authorized representative of the **Insurer**.



President



Asst. Secretary



**AUTHORIZED REPRESENTATIVE**

**ENDORSEMENT NO. 1**

**GEORGIA STATE AMENDATORY**

This Endorsement, effective at 12:01 a.m. on June 24, 2022, forms part of

Policy No.	0310-7868
Issued to	James-Bates-Brannan-Groover-LLP
Issued by	Allied World Insurance Company

To be attached to and form a part of all Lawyers Professional Liability Policies written in the State of Georgia.

In consideration of the premium charged, it is understood and agreed that:

1. Section V. CONDITIONS, Subsection E., NOTICE OF CLAIMS AND CIRCUMSTANCES, paragraph 4., is amended to read as follows:

4. **FRAUDULENT CLAIM**

If any **Insured** shall commit fraud in proffering any **Claim** with regard to amount or otherwise, this Policy may be cancelled and coverage can be denied as to such **Insured**.

2. Section V., CONDITIONS, Subsection J. CANCELLATION; NO OBLIGATION TO RENEW is amended to read as follows:

J. **CANCELLATION; NO OBLIGATION TO RENEW**

1. This Policy shall terminate upon the Expiration Date set forth in Item 2. of the Declarations, or upon any earlier cancellation.

2. Cancellation by the **Named Insured**:

This Policy may be canceled by the **Named Insured** by mailing advance written notice to the **Insurer** or its duly authorized agent stating when such cancellation shall take effect. The Policy shall be cancelled on the date the written request is received, or the date specified in the written request, whichever is later. If canceled by the **Named Insured**, the **Insurer** shall retain the earned premium, which shall be computed in accordance with the customary short rate table and procedure.

3. Cancellation by the **Insurer**:

(a) If this Policy has been in effect for less than sixty (60) days, the **Insurer** may cancel this Policy upon written notice. The **Insurer** will deliver or mail by first class, registered, or certified mail to the **Named Insured**, at its last known address, such written notice of cancellation at least ten (10) days before the effective date of cancellation.

(b) If this Policy has been in effect for more than sixty (60) days, the

**Insurer** may cancel this Policy upon written notice. The **Insurer** will deliver or mail by first class, registered, or certified mail to the **Named Insured**, at its last known address, such written notice of cancellation at least forty-five (45) days before the effective date of cancellation.

- (c) Provided that, if this Policy has been in effect for more than sixty (60) days, and cancellation is due to the **Insured's** failure to pay a premium when due, such written notice of cancellation shall be sent at least ten (10) days before the effective date of cancellation.
- (d) Such notice shall state the reason for cancellation. A copy of such notice shall be sent to the agent of record. Any unearned premium shall be refunded to the **Named Insured** and calculated on a pro rata basis and shall be returned on or before the effective date of cancellation.

- 4. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. Failure to pay any premium adjustment at, on, or around the time of the effective date of cancellation shall not alter the effectiveness of cancellation.
- 5. The **Insurer** will not be required to renew this Policy upon its expiration. If the **Insurer** elects not to renew this Policy, the **Insurer** will deliver or mail, by first class, registered, or certified mail, written notice, to the **Named Insured**, at its last known address, to that effect, at least forty-five (45) days before the Expiration Date set forth in Item 2. of the Declarations. Such notice shall state the specific reason(s) for non-renewal.
- 6. If, upon renewal of this Policy, the **Insurer** increases the premium rate by more than fifteen percent (15%) or changes the policy provisions to limit or restrict coverage, the **Insurer** will deliver or mail to the **Named Insured**, at its last known address, written notice to that effect at least forty-five (45) days before the Expiration Date set forth in Item 2. of the Declarations.

- 3. Section V. CONDITIONS, Subsection L., OTHER INSURANCE, is amended to read as follows:

**L. OTHER INSURANCE**

If other valid and collectible insurance is available to the **Insured** for **Damages** and **Claims Expenses** that are also insured under this Policy, the **Insurer** will contribute with all such insurance by limits. Under this method each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers and indemnification to which an **Insured** is entitled from any entity other than any **Insured**. This Policy will not be subject to the terms of any other insurance. This Policy is written as specific excess of coverage available under any Extended Reporting Period.

- 4. Section V. CONDITIONS, Subsection O., APPLICATION, is amended to read as follows:

**O. APPLICATION**

By acceptance of this Policy, all **Insureds** affirm or reaffirm as of the Inception Date of this Policy that:

1. the statements in the **Application** are true and accurate and are specifically incorporated herein, and are all **Insureds'** agreements and personal representations;
2. all such communicated information shall be deemed material to the **Insurer's** issuance of this Policy;
3. this Policy is issued in reliance upon the truth and accuracy of such representations;
4. this Policy embodies all agreements existing between the **Insureds** and the **Insurer**, or any of its agents, relating to this insurance; and
5. if any representation is false or misleading, this Policy may be cancelled and coverage can be denied.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**ENDORSEMENT NO. 2**

**AMEND SELECTION OF DEFENSE COUNSEL**

This Endorsement, effective at 12:01 a.m. on June 24, 2022, forms part of

Policy No.	0310-7868
Issued to	James-Bates-Brannan-Groover-LLP
Issued by	Allied World Insurance Company

In consideration of the premium charged, it is hereby agreed that Section V. CONDITIONS, Subsection C.1. is amended to read as follows:

1. The **Insurer** shall have the right and duty to defend any **Claim** seeking **Damages** covered under this Policy. The **Insurer** shall select defense counsel for the investigation, defense or settlement of any **Claim** and the **Insurer** shall pay all reasonable **Claim Expenses** arising from the **Claim**. However, the **Insurer** shall not select defense counsel without the consent of the **Named Insured**, such consent not to be unreasonably withheld.

All other terms, conditions and limitations of this Policy shall remain unchanged.



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Authorized Representative

### ENDORSEMENT NO. 3

#### AMENDATORY ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on June 24, 2022, forms part of

Policy No.	0310-7868
Issued to	James-Bates-Brannan-Groover-LLP
Issued by	Allied World Insurance Company

In consideration of the premium charged, it is hereby agreed that:

1. Item 3.II.(c) of the Declarations is deleted in its entirety and replaced as follows:
  - (c) \$50,000 Limit of Liability for all personal earnings, under Additional Coverage C.; provided that this Limit of Liability is further limited as follows:
    - (i) \$500 for personal earnings lost each day
    - (ii) \$30,000 for personal earnings per Claim
2. Item 3.II.(d) of the Declarations is deleted in its entirety and replaced as follows:
  - (d) \$20,000 Limit of Liability for all fees, costs and expenses incurred from each and every Disciplinary Proceeding under Additional Coverage D.  
  
\$100,000 Limit of Liability for all fees, costs and expenses incurred from all Disciplinary Proceedings under Additional Coverage D.
3. Section 3.II.(e) of the Declarations is deleted in its entirety and replaced as follows:
  - (e) \$25,000 Limit of Liability for all fees and costs incurred from the Insured receiving a Subpoena arising out of Legal Services under Additional Coverage E.
4. Section III. DEFINITIONS, Subsection G. "**Damages**" is deleted in its entirety and replaced as follows:
  - G. **DAMAGES** means the monetary portion of any judgment, award or settlement, including pre- and post- judgment interest. **Damages** shall include punitive or exemplary damages, or the multiple portion of multiplied damages, where insurable by law.  
  
**Damages** shall not include:
    1. criminal or civil fines, taxes, penalties (statutory or otherwise), fees or sanctions;
    2. amounts deemed uninsurable by law;
    3. the return or restitution of legal fees, costs and expenses, no matter how claimed;
    4. amounts paid or incurred by an **Insured** to comply with a judgment or settlement



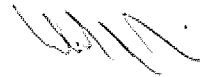
for any form of equitable or non-monetary relief; or

5. amounts incurred by an individual or entity providing support services to the **Insured** resulting from an interruption of such individual or entity's business operations.

In determining the insurability of punitive or exemplary damages, or the multiple portion of multiplied damages, the laws of the state or jurisdiction most favorable to the **Insured** shall apply, provided such state or jurisdiction is:

- (a) where such punitive or exemplary damages, or the multiple portion of multiplied damages were awarded;
- (b) where any act, error or omission underlying the **Claim** took place;
- (c) where either the **Named Insured** or the **Insurer** is incorporated, has its principal place of business, or resides; or
- (d) where this Policy was issued and became effective.

All other terms, conditions and limitations of this Policy shall remain unchanged.



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Authorized Representative



ALLIED WORLD INSURANCE COMPANY  
1690 New Britain Ave., Suite 101, Farmington, CT 06032 Tel. (860) 284-1300 Fax (860)  
284-1301

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**ALLIED WORLD *LPL ASSURE***  
**LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY**

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**I. INSURING AGREEMENT**

The **Insurer** will pay on behalf of an **Insured**, all amounts in excess of the Retention shown in the Declarations, that an **Insured** becomes legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made during the **Policy Period** or any applicable Extended Reporting Period and reported in accordance with the terms of this Policy, for a **Wrongful Act**.

It is a condition precedent to coverage under this Policy that any **Wrongful Act** upon which a **Claim** is based occurred:

1. during the **Policy Period**; or
2. on or after the **Retroactive Date** and prior to the **Policy Period**, provided that all of the following three conditions are met:
  - (a) the **Insured** did not notify any prior insurer of such **Wrongful Act** or **Related Act or Omission**;
  - (b) prior to the date listed in Item 8. of the Declarations, no **Insured** had any basis: (1) to believe that any **Insured** had breached a professional duty; or (2) to foresee that any fact, circumstance, situation, transaction, event or **Wrongful Act** might reasonably be expected to be the basis of a **Claim** against any **Insured**; and
  - (c) there is no policy that provides insurance to the **Insured** for such liability or **Claim**.

The **Insurer** shall have the right and duty to defend any **Claim** seeking **Damages** that are covered by this Policy and made against an **Insured** even if any of the allegations of the **Claim** are groundless, false or fraudulent.

**II. ADDITIONAL COVERAGES**

**A. Supplemental Privacy Coverage**

**1. Crisis Management Coverage**

The **Insurer** shall reimburse the **Named Insured**, in excess of the applicable Retention, for **Crisis Management Expenses** incurred by the **Named Insured** in connection with **Material Events** which first take place or are reasonably anticipated to first take place during the **Policy Period**.

2. Notification and Credit Monitoring Costs Coverage

The **Insurer** shall reimburse the **Named Insured**, in excess of the applicable Retention, for **Notification Costs** incurred by the **Named Insured** arising from a **Network Security and Privacy Wrongful Act**, which takes place during the **Policy Period**. **Notification Costs** are not eligible for coverage under this Additional Coverage A.2. in the event such costs are covered as **Damages** under Insuring Agreement I.

3. Data Forensics Coverage

The **Insurer** shall reimburse the **Named Insured** in excess of the applicable Retention, for **Data Forensic Expenses** incurred by the **Named Insured** in connection with a **Data Breach** which first occurs during the **Policy Period** and which the **Insured** reasonably believes might result in a **Claim** for a **Network Security and Privacy Wrongful Act**.

Such costs are not eligible for coverage under this Additional Coverage A.3. in the event such costs are covered as **Damages** under Insuring Agreement I.

As a condition precedent to coverage under Additional Coverages A.1., A.2., and A.3.:

- (a) The actual or anticipated **Material Event**, the **Network Security and Privacy Wrongful Act**, and/or **Data Breach** must be reported to the **Insurer** as soon as practicable, but in no event later than thirty (30) days after the expiration of the **Policy Period**; and
- (b) The **Crisis Management Expenses**, **Notification Costs**, and/or **Data Forensic Expenses** must be reported to the **Insurer** as soon as practicable, but in no event later than thirty (30) days after the **Named Insured** first incurs such **Crisis Management Expenses**, **Notification Costs**, and/or **Data Forensic Expenses**.

B. Non-Profit Director and Officer Coverage

The **Insurer** will reimburse an individual **Insured** lawyer, subject to the applicable Retention, all amounts that such **Insured** becomes legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made during the **Policy Period** or any applicable Extended Reporting Period for a **Non-Profit Director or Officer Wrongful Act**.

The coverage provided under this Additional Coverage B. is specifically excess of, and shall not contribute with, any other insurance plan or program of insurance or self-insurance carried by the **Non-Profit Organization**, or any contribution and indemnification to which the individual **Insured** lawyer is entitled to from such **Non-Profit Organization**.

The most the **Insurer** shall pay for all **Claims** for which coverage is provided under this Additional Coverage B. shall be an amount equal to the lesser of:

- (a) The per **Claim** Limit of Liability under the **Non-Profit Organization's** Directors and Officers Liability Insurance; or

(b) The Limit of Liability set forth in Item 3.I. of the Declarations;

up to a maximum amount of \$500,000 per **Claim** and in the aggregate for all such **Claims**. Any payment made under this Additional Coverage B. shall be part of, and not in addition to, the applicable Limit of Liability set forth in Item 3.I. of the Declarations.

As a condition precedent to coverage under this Additional Coverage B.:

(a) any **Non-Profit Director or Officer Wrongful Act** upon which a **Claim** is based occurred:

1. during the **Policy Period**; or

2. on or after the **Retroactive Date** and prior to the **Policy Period**, provided that the following conditions are met:

a. the **Insured** did not notify any prior insurer of such **Non-Profit Director or Officer Wrongful Act or Related Act or Omission**; and

b. prior to the date listed in Item 8. of the Declarations, no **Insured** had any basis to foresee that any fact, circumstance, situation, transaction, event or **Non-Profit Director or Officer Wrongful Act** might reasonably be expected to be the basis of a **Claim** against any **Insured**;

(b) The individual **Insured** lawyer serving as a director, officer or committee member of the **Non-Profit Organization** must do so with the express consent, or at the request of, the **Named Insured**;

(c) The **Non-Profit Organization** will have, in full force and effect during the **Policy Period** or any Extended Reporting Period, Directors and Officers Liability Insurance with Limits of Liability of at least \$500,000 per claim and in the aggregate for all claims; and

(d) No more than ten percent (10%) of the **Named Insured's** annual gross revenues are derived directly or indirectly from **Legal Services** performed by any **Insured** for the **Non-Profit Organization**.

C. Lost Earnings Coverage

The **Insurer** shall reimburse each **Insured**, for reasonable expenses incurred and personal earnings actually lost each day or part of a day such **Insured**, at the **Insurer's** express request, attends a hearing, deposition, mediation, settlement conference, arbitration or trial arising from a **Claim** first made during the **Policy Period** and reported to the **Insurer** in accordance with Section V.E. of the Policy. Any payment made by the **Insurer** under this provision shall be in addition to the Aggregate Limit of Liability set forth in Item 3.III. of the Declarations and shall not be subject to any Retention.

This coverage shall not apply in the event of a **Disciplinary Proceeding**.

D. Disciplinary Proceedings Coverage

The **Insurer** will pay on behalf of an **Insured** reasonable fees, costs and expenses incurred to defend or respond to a **Disciplinary Proceeding** initiated against the **Insured** and reported to the **Insurer** during the **Policy Period**. Any payment made by the **Insurer** under this provision shall be in addition to the Aggregate Limit of Liability set forth in Item 3.III. of the Declarations and shall not be subject to any Retention.

There is no coverage for criminal or civil fines, penalties (statutory or otherwise), fees or sanctions assessed against an **Insured**, or for expenses, salaries, wages, benefits, or overhead of an **Insured** arising from a **Disciplinary Proceeding**.

E. Subpoena Coverage

The **Insurer** will pay on behalf of an **Insured Subpoena Expenses** incurred in responding to a **Subpoena**.

As a condition precedent to coverage under this Additional Coverage E.:

- (a) The **Subpoena** must arise out of an **Insured's** performance of or failure to perform **Legal Services** on behalf of the **Named Insured**;
- (b) The **Subpoena** must be reported to the **Insurer** as soon as practicable, but in no event later than the expiration of the **Policy Period**;
- (c) The **Subpoena** must arise out of a lawsuit to which the **Insured** is not a party; and
- (d) The **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

The **Insurer** shall retain an attorney for the **Insured** to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the **Insured's** deposition.

Any payment made by the **Insurer** under this provision shall be in addition to the Aggregate Limit of Liability set forth in Item 3.III. of the Declarations and shall not be subject to any Retention.

Any notice the **Insured** gives the **Insurer** of such **Subpoena** shall be deemed notification of a potential **Claim** under Section V.E.3. of this Policy.

III. DEFINITIONS

- A. **APPLICATION** means: (a) the application, including any competitor's application, submitted to the **Insurer**, or any affiliate thereof, for this Policy or any other policy; (b) any attachments and other materials provided with any such application or incorporated into any such application; and (c) any other materials and information submitted by the **Insured** to the **Insurer** in connection with the underwriting of this Policy.

B. **BODILY INJURY** means injury to the body, sickness or disease sustained by any person, including death resulting from such injuries; including any mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.

C. **CLAIM** means:

1. any written notice or demand for monetary relief or **Legal Services**;
2. any civil proceeding in a court of law;
3. any written demand for mediation, arbitration or any other alternative dispute resolution proceeding;
4. any administrative proceeding, other than a **Disciplinary Proceeding**; or
5. a request to toll or waive a statute of limitations;

made to or against any **Insured** seeking to hold such **Insured** responsible for any **Wrongful Act**.

A **Claim** does not include criminal proceedings of any type, or any proceeding that seeks injunctive, declaratory, equitable or non-pecuniary relief or remedies of any type.

A **Claim** will be deemed to have been first made when an **Insured** receives written notice of the **Claim**.

D. **CLAIM EXPENSES** means:

1. reasonable fees, costs and expenses charged by attorneys retained or approved by the **Insurer** for a **Claim** brought against an **Insured**;
2. reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **Insurer** to apply for or furnish such bond.

**Claim Expenses** shall not include:

- (a) salaries, loss of earnings, reimbursement for the **Insured's** time or attendance required in any investigation or defense;
- (b) other remuneration by or to any **Insured**.

The determination by the **Insurer** as to the reasonableness of **Claim Expenses** shall be conclusive on all **Insureds**.

E. **CONFIDENTIAL INFORMATION** means any confidential information of a client or third party which is obtained by the **Insured** for the purpose of providing **Legal Services**, including but not limited to:

1. any information subject to the attorney-client privilege;
2. a natural person's name, e-mail address, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, unpublished telephone number, account number, account histories, personally identifiable photos, personally identifiable videos, Internet browsing history, biometric or geolocation information, or passwords; or
3. any other non-public personal information as defined in any local, state, federal, and foreign identity theft and privacy protection laws, legislation, statutes, or regulations that require commercial entities that collect **Confidential Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Confidential Information** has potentially been compromised.

F. **CRISIS MANAGEMENT EXPENSES** means the following reasonable and necessary amounts when incurred during, or within ninety (90) days prior to a **Material Event** for which the **Named Insured** becomes legally liable for those services performed by a public relations firm, crisis management firm or law firm selected by the **Named Insured** and approved in advance in writing by the **Insurer**, to minimize potential harm to the **Named Insured** arising from a **Material Event**, including, without limitation, maintaining and restoring public confidence in the **Named Insured**, and providing advice to the **Named Insured** or any of its directors, officers, partners or employees.

**Crisis Management Expenses** shall not include compensation, fees, benefits, overhead, or the charges or expenses of any **Insured**.

G. **DAMAGES** means the monetary portion of any judgment, award or settlement, including pre- and post- judgment interest and punitive or exemplary damages when insurable under the law pursuant to which this Policy shall be construed.

For the purpose of determining the insurability of punitive or exemplary damages under this Policy, the laws of the jurisdiction most favorable to the insurability of such damages shall control if that jurisdiction:

- i. is the location of the court that awarded or imposed such damages;
- ii. is where the **Insured** is incorporated or otherwise organized or has a place of business; or
- iii. is where the **Insurer** is incorporated or otherwise organized or has its principal place of business.

**Damages** shall not include:

1. criminal or civil fines, taxes, penalties (statutory or otherwise), fees or sanctions;



2. the multiplied portion of multiple damages;
  3. amounts deemed uninsurable by law;
  4. the return or restitution of legal fees, costs and expenses, no matter how claimed;
  5. amounts paid or incurred by an **Insured** to comply with a judgment or settlement for any form of equitable or non-monetary relief; or
  6. amounts incurred by an individual or entity providing support services to the **Insured** resulting from an interruption of such individual or entity's business operations.
- H. **DATA BREACH** means the unauthorized misappropriation or disclosure of **Confidential Information** that is in the physical possession of the **Insured** or which is stored on, transmitted or received by, the **Named Insured's Network**.
- I. **DATA FORENSIC EXPENSES** means the reasonable and necessary costs incurred by the **Named Insured** to retain a qualified forensics firm to investigate, examine and analyze the **Named Insured's Network**, to find the cause, source and extent of a **Data Breach**. The forensics firm selected by the **Named Insured** to perform data forensic services in connection with such **Data Breach** must be approved in writing by the **Insurer**, prior to the **Named Insured** incurring any **Data Forensic Expenses**.
- J. **DIGITAL ASSETS** means software and electronic data that is stored on or within the **Named Insured's Network**. **Digital Assets** shall include the capacity of the **Named Insured's Network** to store and process data and information and electronically disseminate data and information over the Internet.
- Digital Assets** shall not include **Money**, funds, debt, securities, bonds, equity instruments, credit, bills, accounts, valuable papers, trade secrets and intellectual property.
- K. **DISCIPLINARY PROCEEDING** means any proceeding initiated by a regulatory, disciplinary or licensing official, board or agency to investigate charges made against an **Insured** alleging professional misconduct in the performance of or failure to perform **Legal Services**.
- L. **IDENTITY THEFT** means the misappropriation of the **Confidential Information** that is in the **Insured's** care, custody and control, which has resulted in the wrongful or fraudulent use of such **Confidential Information**, including but not limited to, fraudulently emulating the identity of an individual or corporation.
- M. **IMMEDIATE FAMILY** means:
1. the **Insured**;
  2. the **Insured's** lawful spouse or domestic partner (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world or any formal program established by the **Named Insured**);



3. the **Insured's** parents, adoptive parents, or step-parents;
4. the **Insured's** siblings or step-siblings;
5. the **Insured's** children, adoptive children, or step-children.

N. **INSURED** means:

1. the **Named Insured**;
2. any **Predecessor Firm**;
3. any lawyer or professional corporation listed in the **Application**, on the day the **Policy Period** incepts until such time as the lawyer or professional corporation ceases to be a member of the **Named Insured** subject to paragraph 5. below, but only in the performance of or failure to perform **Legal Services** on behalf of the **Named Insured**;
4. any lawyer or professional corporation who becomes a partner, officer, director, stockholder or shareholder or employee of the **Named Insured** during the **Policy Period** until such time as the lawyer or professional corporation ceases to be a member of the **Named Insured** subject to paragraph 5. below, but only in the performance of or failure to perform **Legal Services** on behalf of the **Named Insured**;
5. any lawyer or professional corporation who is a former partner, officer, director, stockholder or shareholder or employee of the **Named Insured** or **Predecessor Firm** but only in the performance of or failure to perform **Legal Services** on behalf of the **Named Insured** or **Predecessor Firm**;
6. any person or entity who is designated by the **Named Insured** as counsel or of counsel in the **Application**, but only in the performance of or failure to perform **Legal Services** on behalf of the **Named Insured**;
7. any other person who is employed or retained by the **Named Insured** as a legal secretary, paralegal, contract attorney or other legal office staff member, but only in the performance of or failure to perform **Legal Services** on behalf of the **Named Insured** and also only within the scope of such employment or retention agreement; and
8. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.

O. **INSURER** means the company identified in the Declarations.

P. **LEGAL SERVICES** means those services performed on behalf of the **Named Insured** for others by an **Insured**, whether or not performed for a fee or other consideration, as a licensed lawyer in good standing, arbitrator, mediator, title agent, notary public, lobbyist, administrator, conservator, receiver, executor, guardian, trustee, fiduciary or escrow

agent, but only where such services were performed in the ordinary course of an **Insured's** activities as a lawyer. **Legal Services** also includes services rendered by an **Insured** as a: (a) member of a formal accreditation, ethics, peer review or licensing board, standards review board, bar association, or any similar board or committee; (b) expert witness in a legal malpractice proceeding; or (c) author, publisher or presenter of legal research or legal articles and papers, but only if the compensation received by the **Insured** annually from such services is less than \$5,000. **Legal Services** does not include services rendered as a real estate agent or broker, as an insurance agent or broker or as a certified public accountant.

Q. **LEGAL SERVICES WRONGFUL ACT** means:

1. any actual or alleged act, error or omission committed by any **Insured**, solely in the performance of or failure to perform **Legal Services**; or
2. any actual or alleged **Personal Injury** committed by any **Insured**, solely in the performance of or failure to perform **Legal Services**.

R. **MALICIOUS CODE** means unauthorized and either corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, worms, logic bombs, spyware or spiderware.

S. **MATERIAL EVENT** means the publication, in media of widespread distribution, of unfavorable information relating to a **Data Breach** or the **Network Security and Privacy Wrongful Acts** of an **Insured**, which can be reasonably considered to lessen public confidence in the competence, integrity or viability of the **Named Insured** to conduct business.

T. **MONEY** means currency, coins and bank notes in current use and having a face value, bullion, traveler's checks, registered checks, money orders held for sale to the public, digital currency, virtual currency or cryptocurrency.

U. **NAMED INSURED** means the entity named in Item 1. of the Declarations.

V. **NETWORK** means computer hardware, software, firmware, and components thereof, including **Digital Assets** stored thereon, which are connected through two or more computers, including such networks accessible through the Internet, intranets, extranets or virtual private networks. **Network** shall not include the computer hardware, software, firmware, or components thereof, of any third-party provider of telephone, telecommunications, cable, Internet, or satellite services.

W. **NETWORK SECURITY** means the use of hardware, software and firmware, including, without limitation, firewalls, filters, routers, intrusion detection software, antivirus software, automated password management applications and other authentication mechanisms, which are designed to control or restrict the access to a **Network**, or parts thereof.

X. **NETWORK SECURITY AND PRIVACY WRONGFUL ACT** means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty committed by an **Insured**, solely in connection with the performance of or failure to perform **Legal Services**, which results in a breach of the **Insured's Network Security**, the consequences of which are:

1. the inability of a client or authorized third party to gain access to the **Insured's** website or **Network** in order to transmit or access documents or information;
  2. **Identity Theft**;
  3. the transmission of **Malicious Code**;
  4. the unauthorized release of a client or third party's confidential and proprietary business information which is obtained by the **Insured** for the purpose of providing **Legal Services**; or
  5. the misappropriation or disclosure of **Confidential Information**; or a breach or violation of U.S. federal or state law or regulations or any similar or related laws or regulations of any foreign jurisdiction, arising out of the actual or potentially unauthorized access to or disclosure of **Confidential Information**.
- Y. **NON-PROFIT DIRECTOR OR OFFICER WRONGFUL ACT** means any actual or alleged act, error or omission committed by an individual **Insured** lawyer while serving in his or her capacity as a director, officer or committee member of a **Non-Profit Organization**.
- Z. **NON-PROFIT ORGANIZATION** means a corporation or organization, other than an **Insured** entity, which is exempt from taxation under Section 501(c)(3) of the U.S. Internal Revenue Code, as the same may be amended from time to time.
- AA. **NOTIFICATION COSTS** means the costs incurred by the **Named Insured** for notification and credit monitoring as a result of a **Network Security and Privacy Wrongful Act**. The **Notification Costs** for the **Network Security and Privacy Wrongful Act** must be approved in writing by the **Insurer** prior to the **Named Insured** incurring such costs.
- BB. **PERSONAL INJURY** means libel, slander, violation of a right of privacy, false arrest, detention, imprisonment, wrongful entry, eviction, malicious prosecution or abuse of process, when insurable under the law pursuant to which this Policy shall be construed.
- CC. **POLICY PERIOD** means the period from the Inception Date shown in Item 2. of the Declarations to the earlier of the Expiration Date shown in Item 2. of the Declarations, or the effective date of cancellation of this Policy.
- DD. **PREDECESSOR FIRM** means any individual or entity engaged in **Legal Services** to whose financial assets and liabilities the **Named Insured** is the majority successor-in-interest.
- EE. **RELATED ACT OR OMISSION** means all acts or omissions based on, arising out of, directly or indirectly resulting from, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.
- FF. **RETROACTIVE DATE** means the applicable date specified in Item 7. of the Declarations.

- GG. **SUBPOENA** means a written judicial order issued to any **Insured** to provide testimony or to produce or allow the inspection of documents, records, notes, electronic information, tape recordings, photographs, taped footage or other related materials.
- HH. **SUBPOENA EXPENSES** means the reasonable and necessary fees and expenses incurred by an attorney retained by the **Insurer** on the **Insured's** behalf to assist in responding to a **Subpoena**.
- II. **TOTALLY AND PERMANENTLY DISABLED** means a medically determinable impairment of the mind or body which wholly prevents an **Insured** from providing **Legal Services**, when such impairment is reasonably certain to continue throughout the lifetime of the **Insured** or to result in death.
- JJ. **WRONGFUL ACT** means a **Legal Services Wrongful Act** or a **Network Security and Privacy Wrongful Act**.

#### IV. EXCLUSIONS

- A. This Policy does not cover any **Claim** or **Disciplinary Proceeding**:

1. based upon, involving or contributed to by any dishonest, fraudulent, criminal, malicious, or intentional act or omission, or any willful violation of any statute, rule or law, by an **Insured**.

This Exclusion A.1. shall not apply unless such conduct has been established by an admission, final adjudication or finding in the proceeding constituting the **Claim** or in a proceeding separate from or collateral to the **Claim**.

Whenever coverage under this Policy would be excluded, suspended or lost due to this Exclusion A.1., the **Insurer** agrees that such insurance as would otherwise be afforded under this Policy shall be applicable with respect to any **Insured** who did not acquiesce in or remain passive after having knowledge of such conduct.

2. brought by or on behalf of, or in the name or right of, any **Insured**; provided, however, that this Exclusion A.2. shall not apply to any **Claim** which arises out of **Legal Services** rendered by one **Insured** to another where an attorney-client relationship exists between such **Insureds**.
3. for any actual or alleged violation by an **Insured** of the Employment Retirement Income Security Act of 1974, its amendments, or any regulation or orders promulgated pursuant thereto, or of any similar provisions of federal, state or local law or regulation.
4. alleging, arising out of, based upon or attributable to any actual or alleged act, error or omission of any natural person who is not an **Insured**, if such **Claim** or **Disciplinary Proceeding** is based upon office-sharing arrangements, theories of partnership by estoppel, apparent partnership, apparent agency, ostensible agency, vicarious liability, or any similar theory.

- B. This Policy does not cover any **Claim** or **Disciplinary Proceeding** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part:

1. any act whatsoever of an **Insured** in connection with a trust or estate when an **Insured** is a beneficiary or distributee of the trust or estate.
2. any **Insured's** capacity or status as an officer, director, partner, trustee, manager or employee of any entity not listed as a **Named Insured** on Item 1. of the Declarations; provided, however, that this Exclusion B.2. shall not apply to an otherwise covered **Claim** for any **Non-Profit Director or Officer Wrongful Act**.
3. any **Insured's** capacity or status as a public official, or an employee of a governmental body, subdivision, or agency unless the **Insured** is privately retained solely to render **Legal Services** to the governmental body, subdivision or agency and the remuneration for the **Legal Services** is paid directly or indirectly to the **Named Insured**.
4. any actual or alleged **Wrongful Acts** of an **Insured**, whether or not such **Legal Services** are performed with or without compensation, for any business enterprise, whether for profit or not-for-profit, in which any **Insured**, or a member of an **Insured's Immediate Family**, has a "Material Interest."

For purposes of this Exclusion B.4., a "Material Interest" shall mean the right of an **Insured** or a member of an **Insured's Immediate Family** directly or indirectly to:

- (a) own 10% or more of an interest in an entity;
- (b) vote 10% or more of the issued and outstanding voting stock in an incorporated entity;
- (c) elect 10% or more of the directors of an incorporated entity;
- (d) receive 10% or more of the profits of an unincorporated entity; or
- (e) act as general partner of a limited partnership, managing general partner of a general partnership, or comparable positions in any other business enterprise.

Provided, however, there is no coverage for any **Claim** for **Legal Services** for any entity that, at the time of the **Wrongful Act**, any **Insured**, or any **Immediate Family**, individually or collectively with one or more **Insureds**, manages, controls or has an equity interest which exceeds 10%.

5. the alleged rendering of investment advice, including advice given by any **Insured** to make any investment or to refrain from doing so;
6. liability assumed by an **Insured** under an indemnity, hold harmless or liquidated damages provision or agreement, or similar provisions or agreements;  
  
provided, however, that this Exclusion B.6. shall not apply if such liability would have attached to the **Insured** by law in the absence of such provision or agreement;
7. the notarized certification or acknowledgement of signature without the physical appearance before such notary public of the person who is or claims to be the person signing said instrument; provided, however, that such physical appearance



shall not be required when remote signatures utilizing audio and/or video are permissible under applicable state law, provided the **Insured** follows all requirements established by such applicable law.

For purposes of this Exclusion B.7., applicable law shall be the law of the state where the **Named Insured** is incorporated or otherwise organized.

8. **Bodily Injury**, and injury to, or destruction of, any tangible property, including the loss of use resulting therefrom;

provided, however, that the exclusion of **Bodily Injury** does not apply to that portion of a **Claim** for mental injury, mental anguish, mental tension, or emotional distress caused by:

- (a) **Personal Injury;**
- (b) a **Non-Profit Director and Officer Wrongful Act;** or
- (c) a **Network Security and Privacy Wrongful Act.**

9. the loss or diminution of value of any asset, including funds, **Money** or securities, in the **Insured's** care, custody or control, for any reason whether negligent, fraudulent or otherwise, including the use, expenditure, transfer, failure to transfer, misappropriation, conversion, embezzlement, failure to give an accounting, or commingling, of such assets, funds, **Money** or securities.

10. unsolicited electronic dissemination of faxes, e-mails, text messages or similar communications to actual or prospective customers of the **Insured** or to any other third party, including but not limited to any violation of the Telephone Consumer Protection Act, any federal or state anti-spam statute, or any other federal or state statute, law or regulation relating to a person's or entity's right of seclusion.

- C. This Policy does not cover any **Claim** from a **Network Security and Privacy Wrongful Act**, **Crisis Management Expenses** from a **Material Event**, **Notification Costs** from a **Network Security and Privacy Wrongful Act** or **Data Forensic Expenses** from a **Data Breach** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any of the following:

- 1. failure, interruption or reduction in supply of utility service or infrastructure, including, without limitation, electrical, gas, water, telephone, Internet, cable, satellite, or telecommunications.
- 2. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- 3. the transfer or failure to transfer funds, **Money** or securities; the return, reinvestment, reimbursement or replacement of funds, monies or securities or anything of monetary value that an **Insured** holds, receives or transfers, or fails to hold, receive or transfer, including any interest that accrued or failed to accrue.

4. any wireless network that is not protected by either Wi-Fi Protected Access (“WPA”) or any other security protocol that provides equal or greater protection than WPA.
5. the use of a laptop computer, portable computer or other portable electronic device which does not employ whole disc encryption.
6. back-up tapes, optical media, or any other form of portable back-up media which are not encrypted.
7. expiration or withdrawal of technical support by a software vendor.
8. any actual or alleged violation of any law or statute protecting any patent, or any rule or regulation promulgated thereunder or of any provision of the common law imposing liability in connection therewith; or the misappropriation, misuse or disclosure of confidential and proprietary business information or trade secrets, other than a **Network Security and Privacy Wrongful Act** as specifically described in Definition X., part 4.

## V. CONDITIONS

### A. LIMIT OF LIABILITY

Regardless of the number of **Claims**, **Material Events**, **Network Security and Privacy Wrongful Acts**, **Data Breaches** or other matters giving rise to coverage under this Policy, or the number of persons or entities included within the definition of **Insured**, the **Insurer’s** liability is limited as follows:

#### 1. Limit of Liability for Insuring Agreements

The Limit of Liability set forth in Item 3.I. of the Declarations, is the **Insurer’s** maximum liability under Insuring Agreement I. for all **Damages** and **Claim Expenses** resulting from each **Claim**.

#### 2. Limits of Liability for Additional Coverages

- (a) The Shared Aggregate Limit of Liability, as set forth in Item 3.II.(a) of the Declarations, is the **Insurer’s** maximum liability for all amounts payable under Additional Coverage A., Supplemental Privacy Coverage.
- (b) The Limits of Liability, as set forth in Item 3.II.(b) of the Declarations is the **Insurer’s** maximum liability for all **Damages** and **Claim Expenses** resulting from each and every **Claim** and all **Claims** for **Non-Profit Director or Officer Wrongful Acts**.
- (c) The Limits of Liability, as set forth in Items 3.II.(c) – 3.II.(e) of the Declarations, is the **Insurer’s** maximum liability for Additional Coverages C, D and E.

#### 3. Policy Aggregate Limit of Liability

The Policy Aggregate Limit of Liability for this Policy, as set forth in Item 3.III.

of the Declarations, is the **Insurer's** maximum liability under Insuring Agreement I. and Section II., Additional Coverages A and B.

Any amounts paid under Additional Coverages C, D, and E are in addition to the Policy Aggregate Limit of Liability set forth in Item 3.III. of the Declarations.

4. Claim Expenses

**Claim Expenses** are part of and not in addition to the Limit of Liability and shall reduce and may exhaust the Limit of Liability. The Limit of Liability shall first be applied to **Claim Expenses** with the remainder, if any, being the amount available to pay as **Damages**.

5. Exhaustion of Limit of Liability

The **Insurer** shall not be obligated to pay any **Damages, Claim Expenses** or any other amounts payable under this Policy or to defend or continue to defend any **Claim** after the Limit of Liability set forth in Item 3.I. or Item 3.III. of the Declarations has been exhausted. The **Insurer** shall have the right to withdraw from the further investigation or defense of any pending **Claim** by tendering control of such investigation or defense to the **Named Insured** and the **Named Insured** agrees, as a condition to the issuance of this Policy, to accept such tender and proceed solely at its own cost and expense. If the **Insurer's** Policy Aggregate Limit of Liability as set forth in Item 3.III. of the Declarations is exhausted by the payment of **Damages** or **Claim Expenses**, the entire premium will be deemed fully earned.

B. RETENTION

1. With respect to the coverage provided under Insuring Agreement I., the **Insurer's** obligation to pay **Damages**, including **Claim Expenses**, is in excess of the Retention set forth in Item 4.(a) of the Declarations, which Retention shall apply to each and every **Claim**.
2. With respect to the coverage provided under Section II. Additional Coverage A., the **Insurer's** obligation to pay any amounts payable is in excess of the Retention set forth in Item 4.(b) of the Declarations, which Retention shall apply to each and every event giving rise to coverage under Section II.A.
3. With respect to the coverage provided under Section II. Additional Coverage B., the **Insurer's** obligation to pay **Damages**, including **Claim Expenses**, is in excess of the Retention set forth in Item 4.(c) of the Declarations, which Retention shall apply to each and every **Claim**.
4. A Retention shall only apply to an Additional Coverage where so indicated on the Declarations.
5. It is the **Named Insured's** responsibility to pay **Damages, Claim Expenses** or any other amounts payable under this Policy up to the amount of the Retention. The **Insurer** shall only be liable to pay, subject to the Limit of Liability provisions stated in this Section, for **Damages, Claim Expenses** or



any other amounts payable under this Policy in excess of such Retention and such Retention shall not be insured under this Policy.

6. Solely at the option of the **Insurer**, the **Insurer** may advance all or some portion of the Retention amount in the event that the **Named Insured** fails to do so in a timely manner. In such event, the **Named Insured** shall pay back the Retention to the **Insurer** no later than fifteen (15) days after demand by the **Insurer**.

#### C. **DEFENSE AND SETTLEMENT OF CLAIMS**

1. The **Insurer** shall have the right and duty to defend any **Claim** seeking **Damages** covered under this Policy. The **Insurer** shall select defense counsel for the investigation, defense or settlement of any **Claim** and the **Insurer** shall pay all reasonable **Claim Expenses** arising from the **Claim**.
2. The **Insurer** shall have the right to investigate and conduct negotiations and, with the **Insured's** consent, which shall not be unreasonably withheld, enter into a settlement of any **Claim** that the **Insurer** deems appropriate.

If, however, the **Insured** refuses to consent to any settlement recommended by the **Insurer** and acceptable to the claimant, then subject to the Limit of Liability set forth in Item 3.I. of the Declarations, the **Insurer's** liability for **Damages** and **Claim Expenses** relating to that **Claim** shall not exceed:

- (a) the amount for which the **Claim** could have been settled by the **Insurer**, plus all **Claim Expenses** incurred up to the date the **Insured** refused to settle such **Claim**; plus
  - (b) fifty (50) percent of any **Damages** and/or **Claim Expenses** in excess of the amount in clause a. above, incurred in connection with such **Claim**. The remaining **Damages** and/or **Claim Expenses** will be carried by the **Insured** at its own risk and will be uninsured.
3. The **Insurer**, at its sole discretion, shall have the right and option to retain counsel to investigate and defend any potential **Claim** and to pay for costs or expenses incurred as a result of any such investigation or defense provided the **Insured** has satisfied the notice requirements of Section V.E.3. Any such payments shall be deemed **Claim Expenses** and shall be part of, and not in addition to, the Limit of Liability set forth in Item 3. of the Declarations and subject to the Retention set forth in Item 4. of the Declarations.
  4. If the **Named Insured** has not paid any premiums due or satisfied any applicable Retentions, the **Insurer** has the right, but not the obligation, to settle any **Claims** without the consent of the **Insured**.

#### D. **MULTIPLE POLICIES**

If this Policy and any other policy issued by the **Insurer** including any Extended Reporting Period coverage afforded by such policy or policies, provides coverage for the same **Claim** against the **Insured**, the maximum limit of liability under all the policies shall not exceed the highest remaining per **Claim** limit of liability under any one policy.

E. **NOTICE OF CLAIMS AND CIRCUMSTANCES**

1. **NOTICE ADDRESS**

Notice of any actual or potential **Claim** shall be made to the **Insurer** at [noticeofloss@awac.com](mailto:noticeofloss@awac.com). All other notices shall be made to the **Insurer** at the address shown in Item 5. of the Declarations.

2. **NOTICE OF AN ACTUAL CLAIM**

- (a) The **Insured** shall, as a condition precedent to the obligations of the **Insurer** under this Policy, give written notice to the **Insurer**, of a **Claim** made against an **Insured** during the **Policy Period**, as soon as practicable, but in no event later than sixty (60) days after the termination of the **Policy Period**.
- (b) The **Insured** shall, as a condition precedent to the obligations of the **Insurer** under this Policy, give written notice to the **Insurer**, of a **Claim** made against an **Insured** during any Extended Reporting Period, as soon as practicable, but in no event later than the termination of the Extended Reporting Period.
- (c) In the event suit is brought against the **Insured**, the **Insured** shall immediately forward to the **Insurer** every demand, notice, summons or other process received directly by an **Insured's** representative.

3. **NOTICE OF A POTENTIAL CLAIM**

If, during the **Policy Period**, the **Insured** first becomes aware of a **Wrongful Act** which may reasonably be expected to be the basis of a **Claim** against an **Insured**, and the **Insured**, as soon as practicable, but in no event later than the termination of the **Policy Period**, gives the **Insurer** written notice of the **Wrongful Act** including a description of the **Wrongful Act**, allegations anticipated, and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then the **Insurer** will treat any subsequently resulting **Claim** as if it had first been made during the **Policy Period**.

4. **FRAUDULENT CLAIM**

If any **Insured** shall commit fraud in proffering any **Claim** with regard to amount or otherwise, this Policy shall become void from the inception as to such **Insured**.

5. **RELATED CLAIMS**

All **Claims** based upon or arising out of the same **Wrongful Act** or **Related Act or Omission** shall be considered a single **Claim** and shall be considered first made at the time the earliest **Claim** arising out of such **Related Act or Omission** was first made. In any such event, only one Limit of Liability and one Retention shall apply.

F. **EXTENDED REPORTING PERIOD OPTIONS**

1. **AUTOMATIC EXTENDED REPORTING PERIOD**

In the event of cancellation or refusal to renew this Policy by the **Insurer** or the **Named Insured**, and if this Policy has been in force for at least six (6) months, or if it has been in force for fewer than six (6) months and the **Insurer** consents, the **Named Insured** shall have the right to a period of sixty (60) days immediately following the effective date of such cancellation or non-renewal, in which to give notice to the **Insurer** of **Claims** first made against the **Insured** during such sixty (60) day period for any **Wrongful Acts** committed prior to the effective date of such cancellation or non-renewal and otherwise covered by this Policy.

2. **OPTIONAL EXTENDED REPORTING PERIOD**

In the event of cancellation or refusal to renew this Policy by the **Insurer** or the **Named Insured**, the **Named Insured** has the right upon notification to the **Insurer** of its intent to purchase an Optional Extended Reporting Period Endorsement, and payment to the **Insurer** of an additional premium as set forth below within sixty (60) days of the cancellation or non-renewal, to extend the period for reporting **Claims** first made against an **Insured** after the termination of the **Policy Period** for any **Wrongful Acts** committed prior to the termination of the **Policy Period** and otherwise covered by this Policy. For purposes of determining the availability of an Extended Reporting Period Endorsement, any change in the premium or terms on renewal shall not constitute a refusal to renew.

The **Named Insured** may select from the following Optional Extended Reporting Period options:

- (a) a one-year Optional Extended Reporting Period for an additional premium of 100% of the Annual Premium set forth in Item 6. of the Declarations;
- (b) a two-year Optional Extended Reporting Period for an additional premium of 150% of the Annual Premium set forth in Item 6. of the Declarations;
- (c) a three-year Optional Extended Reporting Period for an additional premium of 185% of the Annual Premium set forth in Item 6. of the Declarations;
- (d) a five-year Optional Extended Reporting Period for an additional premium of 210% of the Annual Premium set forth in Item 6. of the Declarations;
- (e) an unlimited Optional Extended Reporting Period for an additional premium of 300% of the Annual Premium set forth in Item 6. of the Declarations.

3. **NON-PRACTICING EXTENDED REPORTING PERIOD**

If an individual **Insured** lawyer, other than a contract attorney, which is listed on the **Application** for this Policy and insured hereunder as of the Inception Date of this Policy, retires or otherwise ceases the performance of **Legal Services** in all jurisdictions during the **Policy Period**, then such **Insured** has the right, upon

notification to the **Insurer**, to purchase a Non-Practicing Extended Reporting Period Endorsement. Unless the **Insured** qualifies for a waiver of premium under Paragraph F.4. below, such **Insured** must make payment to the **Insurer** of an additional premium as set forth below prior to the termination of the **Policy Period**. The Non-Practicing Extended Reporting Period will extend the period for reporting **Claims** first made against such **Insured** after the termination of the **Policy Period** for any actual or alleged **Wrongful Act** occurring prior to the **Insured's** date of retirement or cessation of the performance of **Legal Services** and otherwise covered by this Policy. If an individual **Insured** lawyer shall resume the performance of **Legal Services** at any time, for any reason, in any jurisdiction, the Non-Practicing Extended Reporting Period elected by such **Insured** shall no longer be effective.

Coverage for any **Claim** first made during a Non-Practicing Extended Reporting Period shall be excess over and shall not contribute with any other insurance in effect on or after the effective date of the Non-Practicing Extended Reporting Period, which covers the **Insured** for such **Claim**.

The additional premium for a Non-Practicing Extended Reported Period shall be calculated using the per individual **Insured** lawyer rate in effect upon the Inception Date of this Policy, based on the number of lawyers with the **Named Insured** at the Inception Date of this Policy, as stated on the **Application** or most recent Renewal Application, multiplied by the percentage set forth below which corresponds to the number of years elected for the Non-Practicing Extended Reporting Period.

The **Insured** may select from the following Non-Practicing Extended Reporting Period options:

- (a) a one-year Non-Practicing Extended Reporting Period for an additional premium of 100% of the Annual Premium set forth in Item 6. of the Declarations;
- (b) a two-year Non-Practicing Extended Reporting Period for an additional premium of 150% of the Annual Premium set forth in Item 6. of the Declarations;
- (c) a three-year Non-Practicing Extended Reporting Period for an additional premium of 185% of the Annual Premium set forth in Item 6. of the Declarations;
- (d) a five-year Non-Practicing Extended Reporting Period for an additional premium of 210% of the Annual Premium set forth in Item 6. of the Declarations;
- (e) an unlimited Non-Practicing Extended Reporting Period for an additional premium of 300% of the Annual Premium set forth in Item 6. of the Declarations.

#### 4. **WAIVER OF PREMIUM FOR NON-PRACTICING EXTENDED REPORTING PERIOD**

- (a) **Waiver Upon Death**

If an individual **Insured** lawyer, as described in Section V.F.3. above, dies during the **Policy Period**, such **Insured** shall be provided with a

Non-Practicing Extended Reporting Period Endorsement, commencing after the termination of the **Policy Period**, at no additional premium, until the executor or administrator of the estate of such individual **Insured** lawyer is discharged, provided always that the death did not result from an intentionally self-inflicted injury, suicide or alcohol or drug abuse. Written notification and written proof of death of the **Insured** must be provided prior to the termination of the **Policy Period**. Such Non- Practicing Extended Reporting Period shall extend the period for reporting **Claims** first made against such **Insured** after the termination of the **Policy Period** for any actual or alleged **Wrongful Act** occurring prior to the **Insured's** date of death and otherwise covered by this Policy.

(b) Waiver Upon Disability

If an individual **Insured** lawyer, as described in Section V.F.3. above, becomes **Totally and Permanently Disabled** during the **Policy Period**, such **Insured** shall be provided with a Non-Practicing Extended Reporting Period Endorsement, commencing after the termination of the **Policy Period**, at no additional premium. It shall be a condition precedent to the Non-Practicing Extended Reporting Period that: (1) the disability did not result from intentionally self-inflicted injuries, or from attempted suicide, or from alcohol abuse or from drug abuse; (2) the **Named Insured** has had continuous coverage with the **Insurer** for at least three (3) consecutive prior full years; (3) the **Insured** or his or her legal guardian provides written notice of the disability to the **Insurer** prior to the termination of the **Policy Period**; and (4) the **Insured** or the **Insured's** legal guardian provides a physician's written certification of the disability, including the date it began. Such Non-Practicing Extended Reporting Period shall extend the period for reporting **Claims** first made against such **Insured** after the termination of the **Policy Period** for any actual or alleged **Wrongful Act** occurring prior to the date the **Insured** is deemed **Totally and Permanently Disabled** and otherwise covered by this Policy.

(c) Waiver For Continuous Coverage

If an individual **Insured** lawyer, as described in Section V.F.3. above, retires or otherwise ceases the performance of **Legal Services** during the **Policy Period**, then such **Insured** has the right, upon notification to the **Insurer**, to elect an unlimited Non-Practicing Extended Reporting Period Endorsement, commencing after the termination of the **Policy Period**, at no additional premium. A condition precedent to the Non-Practicing Extended Reporting Period shall be that the **Named Insured** has had continuous coverage with the **Insurer** for at least three (3) consecutive prior full years. The **Insured** must provide written notice of his or her request to elect the Non-Practicing Extended Reporting Period prior to the termination of the **Policy Period**. Such Non-Practicing Extended Reporting Period shall extend the period for reporting **Claims** first made against such **Insured** after the termination of the **Policy Period** for any actual or alleged **Wrongful Act** occurring prior to the



**Insured's** date of retirement or cessation of the performance of **Legal Services** and otherwise covered by this Policy.

The Aggregate Limit of Liability applicable to each Extended Reporting Period subject to a Waiver of Premium in Condition F.4. will be the Limit of Liability listed on Item 3. III of the Declarations. If the **Named Insured** as listed in Item 1. of the Declarations is no longer an **Insured**, the maximum aggregate Limit of Liability provided by this Extended Reporting Period shall not exceed the lesser of the Limit of Liability set forth in Item 3. of the Declarations or \$1,000,000, for each and all **Claims**.

5. **CONDITIONS APPLICABLE TO ALL EXTENDED REPORTING PERIOD OPTIONS**

- (a) The right to any of the Extended Reporting Period Endorsement options is not available to any **Insured** if:
  - (i) cancellation or nonrenewal by the **Insurer** is due to either: nonpayment of premium, Retention or other money due to the **Insurer**; or misrepresentation in the **Application**; or the failure to comply with the terms and conditions of this Policy; or
  - (ii) an **Insured's** right or license to practice law is suspended, surrendered or revoked; however, this provision 5.(a)(ii) shall not apply to an **Insured** who retires from the performance of **Legal Services** while in good standing.
- (b) The Limit of Liability available for any Extended Reporting Period is part of, and not in addition to, the Limit of Liability shown in Item 3. of the Declarations of the Policy.
- (c) The Retention, as shown on the Declarations, which is applicable to **Claims** first made during any Extended Reporting Period, will apply separately to each and every **Claim**. The Retention will be waived for **Claims** first made during a Non-Practicing Extended Reporting Period in the event that an individual **Insured** lawyer qualifies for a Non-Practicing Extended Reporting Period based on: (i) the death of such **Insured**; or (ii) such **Insured** becoming **Totally and Permanently Disabled**.
- (d) None of the Extended Reporting Period options are cancelable or renewable. Any additional premium, if applicable, for the Extended Reporting Period Endorsement is fully earned at the inception of the Extended Reporting Period.

G. **POLICY TERRITORY**

The coverage afforded by this Policy applies to any **Wrongful Acts** that occur anywhere in the world, and **Claims** brought anywhere in the world.

H. **ASSISTANCE AND COOPERATION OF THE INSURED**

All **Insureds** shall cooperate with the **Insurer**, including providing all information requested by the **Insurer** regarding any **Claim** or potential **Claim**, and cooperating fully with the **Insurer** in the defense, investigation and settlement of any **Claim**. Upon the **Insurer's** request, all **Insureds** shall submit to examination by a representative of the **Insurer**, under oath if required. In addition, upon the **Insurer's** request, all **Insureds** shall attend hearings, depositions, mediations, settlement conferences, arbitrations and trials, and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits, all without charge to the **Insurer**.

The **Insured** shall follow the **Insurer's** direction regarding whether to accept or reject a demand for arbitration of any **Claim** and shall not voluntarily agree to arbitrate a **Claim** without the **Insurer's** written consent. No **Insured** shall, except at the **Insured's** own cost, make any payment, make any admission, admit liability, waive any rights, settle any **Claim**, assume any obligation or incur any expense without the prior written consent of the **Insurer**.

I. **SUBROGATION**

The **Insurer** shall be subrogated to all **Insureds'** rights of recovery against any person or organization. All **Insureds** shall assist the **Insurer** in effecting any rights of indemnity, contribution and apportionment available to any **Insured**, including the execution of such documents as are necessary to enable the **Insurer** to pursue claims in the **Insureds'** names and shall provide all other assistance and cooperation which the **Insurer** may reasonably require. All **Insureds** shall cooperate with the **Insurer** and do nothing to jeopardize, prejudice or terminate in any way such rights.

The **Insurer** shall not exercise any such rights against any **Insured** except as provided herein. Notwithstanding the foregoing, however, the **Insurer** reserves the right to exercise any rights of subrogation against any **Insured** with respect to any **Claim** brought about or contributed to by the dishonest, fraudulent, criminal, malicious, or intentional act or omission, or any willful violation of any statute, of such **Insured**.

J. **CANCELLATION; NO OBLIGATION TO RENEW**

1. This Policy shall terminate upon the Expiration Date set forth in Item 2. of the Declarations, or upon any earlier cancellation.
2. This Policy may be canceled by the **Named Insured** by mailing advance written notice to the **Insurer** stating when such cancellation shall take effect. If canceled by the **Named Insured**, the **Insurer** shall retain the earned premium, which shall be computed in accordance with the customary short rate table and procedure.
3. This Policy may be canceled by the **Insurer** by written notice mailed to the **Named Insured** at its last known address at least sixty (60) days before the effective date of such cancellation, if for reasons other than nonpayment of premium. The **Insurer** may cancel this Policy for nonpayment of premium by written notice mailed to the **Named Insured** at its last known address at least ten (10) days before the effective date of such cancellation. The notice will state the reason for and the effective date of the cancellation. If the Policy is canceled by the **Insurer**, the **Insurer** shall retain the earned premium, which shall be computed on a pro rata basis.

4. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. Failure to pay any premium adjustment at, on, or around the time of the effective date of cancellation shall not alter the effectiveness of cancellation.
5. The **Insurer** will not be required to renew this Policy upon its expiration. If the **Insurer** elects not to renew this Policy, the **Insurer** will deliver or mail written notice, to the **Named Insured** at its last known address, to that effect, at least sixty (60) days before the Expiration Date set forth in Item 2. of the Declarations. Such notice shall state the specific reason(s) for non-renewal.

**K. CHANGE IN RISK**

1. If, during the **Policy Period**, any of the following events occur:
  - (a) the merger into or acquisition of the **Named Insured** by another entity such that the **Named Insured** is not the surviving entity, or the acquisition of substantially all of the assets of the **Named Insured**;
  - (b) the dissolution of, or appointment of a receiver, conservator, trustee, liquidator or rehabilitator or similar official for the **Named Insured**;

the **Named Insured** shall report the event to the **Insurer** within thirty (30) days of such event occurring.

Coverage under this Policy will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed on or after such event. After any such event, this Policy may not be canceled by the **Insured** and the entire premium for this Policy will be deemed fully earned.

2. If, during the **Policy Period**, the number of lawyers or professional corporations performing **Legal Services** on behalf of the **Named Insured** increases by 34% or more, the **Named Insured** shall notify the **Insurer** in writing within thirty (30) days. The **Insurer** shall have the right to modify the terms and conditions of the Policy, including premium, as it determines in its sole discretion is appropriate.

**L. OTHER INSURANCE**

The insurance provided by this Policy shall apply only as excess over any other valid and collectible insurance, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically as excess insurance over the applicable Limit of Liability provided by this Policy. This Policy shall not be subject to the terms and conditions of any other insurance policy.

**M. ASSIGNMENT**

Neither this Policy nor any **Insured's** interest under this Policy may be assigned.

**N. LEGAL ACTION AGAINST THE INSURER**



No action may be taken against the **Insurer** unless, as a condition precedent thereto, there has been full compliance with all of the terms and conditions of this Policy and the amount of all the **Insured's** obligations to pay have been fully and finally determined either by judgment against all **Insureds** after actual trial, or by written agreement of the **Named Insured**, the claimant and the **Insurer**.

Nothing contained in this Policy shall give any person or organization any right to join the **Insurer** as a defendant in the action against any **Insured**.

**O. APPLICATION**

By acceptance of this Policy, all **Insureds** affirm or reaffirm as of the Inception Date of this Policy that:

1. the statements in the **Application** are true and accurate and are specifically incorporated herein, and are all **Insureds'** agreements, personal representations and warranties;
2. all such communicated information shall be deemed material to the **Insurer's** issuance of this Policy;
3. this Policy is issued in reliance upon the truth and accuracy of such representations;
4. this Policy embodies all agreements existing between the **Insureds** and the **Insurer**, or any of its agents, relating to this insurance; and
5. if any representation is false or misleading, this Policy shall be void from the inception.

**P. CHANGES**

No change or modification of this Policy shall be effective except when made by a written endorsement to this Policy signed by an authorized representative of the **Insurer**. No representations by any person shall have any force or effect except as included in such endorsement.

**Q. WAIVER**

The **Insurer's** failure to insist on strict compliance with any terms, provisions or conditions to coverage of this Policy or the failure to exercise any right or privilege shall not operate or be construed as a waiver thereof or of any subsequent breach thereof or a waiver of any other terms, provisions, conditions, privileges or rights.

**R. ENTIRE AGREEMENT**

The **Insureds** agree that this Policy, including the **Application** and any endorsements, constitutes the entire agreement between them and the **Insurer** or any of its agents relating to this insurance.

**S. HEADINGS**

The descriptions in the headings and sub-headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.

**T. SANCTIONS**

The **Insurer** shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction, including under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



**QBE Insurance Corporation**  
55 Water Street, New York, NY 10041

Home Office: co C/T Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101

## EXCESS INSURANCE POLICY DECLARATIONS

THIS POLICY IS A CLAIMS MADE POLICY AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.

- Item 1:** Named Insured: James-Bates-Brannan-Groover, LLP  
Mailing Address: 231 RIVERSIDE DR  
MACON, GA 31201
- Item 2:** Policy Period  
From: June 24, 2022 To: June 24, 2023  
At 12:01 A.M. Standard Time at the mailing address stated in Item 1
- Item 3:** Limit of Liability  
A. \$5,000,000 any one Claim  
B. \$5,000,000 in the aggregate
- Item 4:** A. Followed Policy  
Insurer: Allied World Insurance Company  
Policy Number: 0310-7868  
Limits of Liability: \$5,000,000/\$5,000,000  
Policy Period: June 24, 2022 to June 24, 2023  
B. Underlying Insurance: N/A
- Item 5:** Premium and Applicable Charges  
Premium: \$32,094.00
- Item 6:** A. Notice to Insurer of a Claim or circumstance:  
QBE Insurance Corporation  
Attn: The Claims Manager  
55 Water Street  
New York, NY 10041  
1-877-772-6771  
professional.liability.claims@us.qbe.com  
B. All Other Notices to Insurer:  
QBE Insurance Corporation  
Attn: Underwriting  
55 Water Street  
New York, NY 10041  
1-877-772-6771  
mlpladmin@us.qbe.com

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

Russell Johnston  
President

Handwritten signature of Russell Johnston.

Jose Ramon Gonzalez Jr.  
Secretary

Handwritten signature of Jose Ramon Gonzalez Jr.

June 21, 2022  
Date



## EXCESS INSURANCE POLICY

### I. INSURING CLAUSE

The Insurer shall provide insurance coverage in accordance with the same terms, conditions and limitations of the **Followed Policy**, including those involving policy termination, representations and severability, notice and extended reporting period, and in accordance with the terms and conditions set forth herein.

### II. GENERAL CONDITIONS

The conditions set forth in this Section II. **GENERAL CONDITIONS** are in addition to those set forth in the **Followed Policy**, and are specific to the coverage provided by this Policy.

- (a) Coverage under this Policy shall attach only after exhaustion of the limits of liability of the **Underlying Insurance**. The Insurer shall recognize monetary contribution by or on behalf of an Insured to such exhaustion of the limits of liability of the **Underlying Insurance**.
- (b) The limits of liability set forth in Item 3 of the Declarations represent the maximum amount payable under this Policy during the Policy Period for any one Claim and in the aggregate.
- (c) If the limits of liability of the **Underlying Insurance** are reduced, this Policy shall continue in force as excess insurance for the remaining amount of the limits of liability of the **Underlying Insurance**. If the limits of liability of the **Underlying Insurance** are exhausted, this Policy shall continue in force as primary insurance, subject to any applicable retention.
- (d) The Policy does not provide excess insurance above any sub-limit of liability available under any **Underlying Insurance**, unless the Insurer has agreed to provide such excess coverage by separate endorsement to this Policy. However, where payment of amounts subject to a sublimit erode or reduce the limits of liability of the **Underlying Insurance**, this Policy shall recognize such erosion or reduction of the limits of liability of the **Underlying Insurance**.
- (e) All notices to the Insurer shall be sent to the applicable address set forth in Item 6 of the Declarations.
- (f) The Insurer may elect to effectively associate in the investigation, settlement or defense of any claim reasonably likely to be covered under this Policy.
- (g) Any change in or modification to **Underlying Insurance** or this Policy or assignment of interest under this Policy must be agreed to in writing by Insurer, and in no event shall any such change, modification or assignment affect this Policy's excess position or attachment point.

### III. EXCESS POLICY DEFINITIONS

Any term used in this Policy that is defined in the **Followed Policy** shall have the same meaning as assigned to such term in the **Followed Policy**.

- (a) **Followed Policy** means the insurance policy set forth in Item 4A. of the Declarations.
- (b) **Underlying Insurance** means the **Followed Policy** and any other insurance policies set forth in Item 4B. of the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIOR AND PENDING DATE EXCLUSION**

<b>Name of Parent Company:</b>	James-Bates-Brannan-Groover, LLP
<b>Policy Number:</b>	100038715
<b>Endorsement Number:</b>	001
<b>Effective Date of Endorsement:</b>	June 24, 2022
<b>Name of Insurer:</b>	QBE Insurance Corporation

It is hereby agreed that this Policy shall not provide coverage for any loss based upon, arising out of or resulting from any demand, investigation, administrative or regulatory proceeding, litigation or suit commenced on or before the Prior and Pending Date listed below.

Prior and Pending Date: June 24, 2019

All other terms and conditions of this policy remain unchanged.



## **Notice to Policyholders U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.**

**THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.**

**PLEASE READ THIS NOTICE CAREFULLY**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law and this (these) insurer(s) is (are) not authorized to do business in Georgia.  
Surplus Lines Broker: Robb Williams # 2892206.

**Fee Disclosure Notice:**

Surplus Lines Fees are permissible as long as they are  
1.) authorized by the insurer, 2.) included in premium for purposes of taxation, and 3.) made a part of the policy and clearly indicated to the insured within the policy/declarations page.



## **APPENDIX A**

### **FREQUENTLY ASKED QUESTIONS ABOUT YOUR SURPLUS LINES POLICY**

Your broker has placed the insurance you requested in the “surplus lines market” with one or more surplus lines insurers. By definition, such surplus lines insurers are not licensed in the state, but this does not mean that the transaction is not regulated. The surplus lines market is an insurance marketplace that is established for the purpose of insuring unique or hard to place risks. Some of the rules that apply to surplus lines insurance policies and surplus lines insurance companies differ from those that govern coverage obtained from insurance companies licensed in your state. In order for you to better understand the surplus lines market and the rights you have in a surplus lines transaction, the following material is provided.

Please read this brochure carefully, and should you have any questions after reading the material, do not hesitate to ask your broker. If you wish further information, please contact the Regulatory Services Division, Room 604 West Tower, 2 Martin Luther King, Jr. Drive, Atlanta, Georgia 30334 or (404) 656-2074 or toll free at (800) 656-2298 (request Regulatory Services Division).

#### **WHAT IS A SURPLUS LINES POLICY?**

A surplus lines policy is a policy placed with an insurer that is not licensed (or ‘admitted’) in this state, but is nonetheless eligible to provide insurance on property or liability insurance protection to citizens of this state through specially licensed agents or brokers known as surplus lines brokers.

#### **WHY AM I GETTING COVERAGE FROM A SURPLUS LINES INSURER?**

Your agent or broker may have been unable to obtain the coverage you requested from insurance companies licensed in this state, but was able to obtain coverage from an eligible surplus lines insurance company. The reason for your agent or broker’s action is that the risk or property for which you sought coverage may be unique or have certain risk characteristics that caused licensed insurers to decline to write the policy. In circumstances where licensed insurers will not write the risk, your broker is authorized by state law or regulation to obtain the coverage from a “surplus lines” insurer.

#### **SINCE THE SURPLUS LINES INSURER IS UNLICENSED, IS THE TRANSACTION UNREGULATED?**

Surplus lines transactions are regulated by state law that require that surplus lines policies be procured only by specially licensed brokers. These are called surplus lines brokers and they are authorized to transact business with certain unlicensed insurers that meet financial and other eligibility standards set by the state. These insurers are known as surplus lines insurers. Your agent may have worked with a licensed surplus lines broker

in securing your policy. Alternatively, your agent may hold a surplus lines broker's license.

#### IS MY SURPLUS LINES POLICY COVERED BY THE STATE GUARANTY OR INSOLVENCY FUND?

No. There is no guaranty fund for coverage for surplus lines policies. The guaranty fund, which provides payments in the event that your insurance company becomes insolvent, only covers policies of licensed insurers.

#### HOW IS THE RATE OR PRICE OF A SURPLUS LINES POLICY DETERMINED?

The rate or premium charged for a surplus lines policy is determined by the surplus lines insurer. As unlicensed insurers, surplus lines insurers do not file their rates or premiums with the state for review or approval.

#### DOES THE GEORGIA DEPARTMENT OF INSURANCE REVIEW OR APPROVE THE TERMS AND CONDITIONS OF THIS POLICY?

Pursuant to O.C.G.A. § 33-5-21.1, policies of surplus lines insurers are not reviewed or approved by the Georgia Department of Insurance.

#### CAN MY POLICY BE RENEWED OR EXTENDED?

Your surplus lines policy may or may not be renewed or extended when the policy expires. An extension of the policy coverage will be dependent upon the continued unavailability of the policy coverage from insurers licensed in this state and the willingness of the surplus lines insurer to continue to accept the risk. Since a surplus lines policy is generally not subject to the same notice requirements as a policy issued by a licensed insurer, notice of a premium increase for a new policy term or the company's intent not to extend the policy at the same terms and conditions might not be provided until close to the date the policy expires. Therefore, you should keep in contact with your agent or broker, particularly as the expiration of the policy term nears, to ascertain the status of the policy and to assure continuity of coverage.

**KINSALE INSURANCE COMPANY**

2035 Maywill Street, Suite 100

Richmond, VA 23230

**EXCESS LIABILITY DECLARATIONS**

**Policy Number:** 0100195462-0  
**Producer Number:** 12601  
**Name and Address:** Founders Professional LLC  
2038 1st Avenue South  
St Petersburg, FL 33712

<b>NAMED INSURED:</b>	James Bates Brannan Groover LLP
<b>MAILING ADDRESS:</b>	231 Riverside Drive Suite 100 Macon, GA 31201
<b>POLICY PERIOD:</b>	FROM 06/24/2022 TO 06/24/2023 at 12:01 AM at the address of the named insured as shown above.

RETROACTIVE DATE		
Retroactive Date:	06/28/1999	at 12:01 AM at the address of the named insured as shown above.
This Policy follows the retroactive date provisions in the Followed Policy, except that the actual Retroactive Date with respect to this Policy shall be the date indicated above.		

UNDERLYING LIMIT	
Each Claim Limit	\$10,000,000
Aggregate Limit	\$10,000,000

LIMITS OF INSURANCE	
Each Claim Limit	\$5,000,000
Aggregate Limit	\$5,000,000

PREMIUM AND COMPANY FEES		
<b>PREMIUM:</b>	SL Tax \$546.00	\$13,500
<b>COMPANY FEE:</b>		\$150
<b>TOTAL (OF PREMIUM AND COMPANY FEE):</b>		\$13,650

ENDORSEMENTS
Refer to ADF4001, SCHEDULE OF FORMS

## SCHEDULE OF UNDERLYING INSURANCE

<i>Attached To and Forming Part of Policy</i> 0100195462-0	<i>Effective Date of Endorsement</i> 06/24/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> James Bates Brannan Groover LLP
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

<b>FOLLOWED POLICY:</b>			
<b>Policy Type: Professional Liability</b>			
Issuing Company:	QBE Insurance Corporation	Limits of Insurance:	
Policy Number:	0310-7868	Each Claim:	\$5,000,000
Policy Dates:	06/24/2022 - 06/24/2023	Aggregate:	\$5,000,000
Retroactive Date:	06/28/1999		
	(claims-made policy only)		

<b>FOLLOWED POLICY:</b>			
<b>Policy Type: Professional Liability</b>			
Issuing Company:	Allied World Assurance Co (U.S.) Inc.	Limits of Insurance:	
Policy Number:	0310-7868	Each Claim:	\$5,000,000
Policy Dates:	06/24/2022 - 06/24/2023	Aggregate:	\$5,000,000
Retroactive Date:	06/28/1999		
	(claims-made policy only)		

## **NOTICE—WHERE TO REPORT A CLAIM**

It is important that losses, claims or incidents (if incident reporting is permitted under the Policy) are reported in writing and directly to the Claims Department at Kinsale Insurance Company. Reporting losses, claims or incidents to an insurance agent or broker is not notice to the Kinsale Insurance Company Claims Department. Failure to report directly to Kinsale Insurance Company's Claims Department may jeopardize coverage under the Policy. The Claims Department can be contacted easily and quickly by e-mail, fax or U.S. mail.

**By E-mail:**

Newclaimnotices@kinsaleins.com

**By FAX:**

1-804-482-2762, Attention Claims Department

or

**By Mail:**

Claims Department  
Kinsale Insurance Company  
P. O. Box 17008  
Richmond, Virginia 23226

**Street Address:**

2035 Maywill Street, Suite 100  
Richmond, Virginia 23230

## SCHEDULE OF FORMS

<i>Attached To and Forming Part of Policy</i> 0100195462-0	<i>Effective Date of Endorsement</i> 06/24/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> James Bates Brannan Groover LLP
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

PLX1000-0920 - Excess Liability Declarations  
PLX1001-0720 - Schedule of Underlying Insurance  
ADF9013-0419 - Notice - Where To Report A Claim  
ADF4001-0110 - Schedule of Forms  
PLX0001-0720 - Excess Follow Form Liability Insurance Policy  
PLX4003-0720 - Amendment - Extended Reporting Period  
PLX3010-0720 - Exclusion - Prior or Pending Litigation  
ADF9004-0110 - Signature Endorsement  
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

## EXCESS FOLLOW FORM LIABILITY INSURANCE POLICY

Throughout this Policy, the words “we” and “us” refer to the Company shown in the Declarations. Other words and phrases that appear in quotation marks have special meanings. Refer to **SECTION III - DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to us and to the Underlying Insurer(s), we agree with the Named Insured as follows:

### SECTION I - INSURING AGREEMENT

Except as otherwise stated in this Policy, this excess policy will conform to the terms and conditions set forth in the “followed policy” at its inception. However, if the terms or conditions of any other “underlying insurance” are more restrictive than those in the “followed policy”, this Policy shall follow the more restrictive terms or conditions of the “underlying insurance”. This Policy will not under any circumstance provide broader coverage than provided by the “underlying insurance”. In the event of any conflict between this Policy and any “underlying insurance”, the terms and conditions of this Policy shall control.

### SECTION II - UNDERLYING INSURANCE

- A. It is a condition of this Policy that all “underlying insurance” in force as of the inception date of this Policy shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limit of such “underlying insurance”, subject to **SECTION IV** of this Policy. Failure to maintain all “underlying insurance” shall not invalidate this Policy, but in the event of such failure, we shall be liable under this Policy only to the extent that we would have been liable had the insured complied with this requirement.
- B. The Company’s obligations under this Policy shall not be increased, expanded or otherwise changed as a result of the “financial insolvency” of any insurer providing any “underlying insurance”. This Policy shall apply (and amounts payable under this Policy shall be determined) as if such “underlying insurance” were available and collectible.
- C. If we pay expenses in defense of a claim under this Policy, such payments will reduce the Limits of Insurance of this Policy.
- D. In the event of reduction or exhaustion of the “underlying insurance” by reason of payment of loss, including if applicable, actual payments by the Underlying Insurer(s) of any costs or expenses incurred in the investigation or defense of any claim, this Policy shall:
  - 1. In the event of reduction, pay excess of the reduced limit; and
  - 2. In the event of exhaustion of the “underlying insurance”, continue in force as primary insurance; provided, however, that in the case of exhaustion, this Policy shall only pay excess of the retention or deductible applicable to the “followed policy”, which shall be applied to any subsequent loss in the same manner as specified in the “followed policy”.

### SECTION III - DEFINITIONS

- A. “Followed policy” means the policy scheduled as such in the Schedule of Underlying Insurance.
- B. “Limit of Insurance” means the amount set forth as such in the Declarations.
- C. “Policy period” means the period set forth as such in the Declarations.
- D. “Underlying insurance” means the “followed policy” and all underlying excess policies scheduled in the Schedule of Underlying Insurance.
- E. “Underlying limit” means the amount set forth as such in the Declarations and is equal to the aggregate of all limits of insurance of all “underlying insurance”.
- F. “Sublimit” means any limit of insurance that is lower than the each claim or the aggregate limit of insurance shown for that particular “underlying insurance” policy(ies).

- G. "Financial insolvency" shall mean any entity becoming a debtor in possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate such entity.

#### **SECTION IV - LIMITATIONS**

- A. The "Limit of Insurance" is the maximum amount we will pay in excess of the full "underlying limit" for the "policy period", including any extended reporting periods, if applicable.
- B. If any "underlying insurance" is subject to a "sublimit", coverage under this Policy:
1. Does not drop down over any such "sublimit"; and
  2. Shall not apply to any claim that is subject to such "sublimit", except to recognize the reduction of the "underlying insurance" to the extent of any payment subject to the "sublimit".
- C. The Company shall be liable only after the total applicable limits of liability of "underlying insurance" have been exhausted solely as a result of the actual payment of claims for loss by the Underlying Insurer(s), including if applicable, actual payments by the Underlying Insurer(s) of any costs or expenses incurred in the investigation or defense of any claim.

#### **SECTION V - CONDITIONS**

- A. The Named Insured shall provide prompt written notice to us if the limits of insurance of any "underlying insurance" is amended, supplemented, terminated, or cancelled, or if any provider of "underlying insurance" becomes financially unable to pay its portion of the "underlying insurance". No such event shall terminate coverage under this Policy without notice from us. The Named Insured's failure to comply with this section shall not invalidate coverage under the Policy, but in no event will we be responsible to pay any amount greater than we would have been obligated to pay had no such event occurred.
- B. If changes are made to the terms or conditions of the "followed policy" or "underlying insurance" subsequent to the inception date of this Policy, as a condition precedent to the coverage and other protections afforded by this Policy, the Named Insured must provide specific written notice to the Company of such changes to the "followed policy" or "underlying insurance" and secure the Company's affirmative consent to such changes prior to the effective date of such changes. Should any such change to this Policy be approved by us, then the premium for this Policy may be adjusted accordingly by endorsement to this Policy.
- C. The Insured shall give us such information, assistance and cooperation as we may reasonably request and shall do nothing without the advance written consent of the Company which may prejudice the Company's position or potential rights of recovery.

#### **SECTION VI - EXCESS CLAIMS REPORTING**

- A. The Insured shall, as a condition precedent to their rights under this Policy, provide us with written notice of any claim in the same manner required by the terms and conditions of the "followed policy". Notice provided to any Insurer of the "underlying insurance" shall not constitute notice to us.
- B. In the event the Insured provides to any Underlying Insurer notice of any facts or circumstances which could later form the basis of a claim against the "underlying insurance", the Insured shall, as a condition precedent to their rights under this Policy, simultaneously provide such notice to us.
- C. We shall have the right, at our sole option and without waiver of any Policy provision, to participate in the investigation, settlement or defense of all claims reported under this Policy.



## **SECTION VII - NOTICE OF POLICY TERMINATION**

- A. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- B. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- C. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice of cancellation will state the effective date of cancellation. The "policy period" will end on that date.
- D. If this Policy is cancelled, we will send the first Named Insured any refund due subject to a minimum earned premium of twenty-five percent (25%) of the combined sum of the total policy premium listed in this Policy's Declarations and any premium adjustments by endorsement. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

## **SECTION VIII - EXTENDED REPORTING PERIOD**

When the "followed policy" is claims made, the Named Insured shall have the right to an Extended Reporting Period under this Policy as described in and subject to the terms and conditions of the "followed policy". The duration of the Extended Reporting Period under this Policy shall be the same as provided by the terms and conditions of the "followed policy". If additional premium is required for an Extended Reporting Period in the "followed policy", we will charge the same percentage of this Policy's annual premium as the percentage stated in the "followed policy" for calculating the "followed policy's" Extended Reporting Period premium.

An Extended Reporting Period endorsement for which we charge additional premium, shall not be issued under this Policy unless the Named Insured has:

- 1. Requested in writing that we issue an Extended Reporting Period for this Policy; and
- 2. Elected the Extended Reporting Period in all unexhausted "underlying insurance" and provided proof of such election to us; and
- 3. Paid the additional premium due to us for the Extended Reporting Period for this Policy.

## **SECTION IX - SERVICE OF SUIT**

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada. All matters arising under this Policy shall be determined in accordance with the choice of law rules of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

Service of process in any such suit may be made upon the President and Chief Executive Officer of the Company or his designee at the address shown in the Declarations of this Policy. In any suit instituted upon this contract and against the President and Chief Executive Officer of the Company or his designee, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The President and Chief Executive Officer of the Company or his designee are authorized and directed to accept service of process.

Pursuant to any statute of any state, territory or district of the United States of America, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successors

in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary under this Policy arising out of this contract of insurance. The Company designates the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.

#### **SECTION X - BINDING ARBITRATION**

All disputes under this policy shall be subject to binding arbitration as follows:

- a. All disputes over coverage or any rights afforded under this Policy, including whether an entity or person is a Named Insured, an insured, an additional insured or the effect of any applicable statutes or common law upon the contractual obligations owed, shall be submitted to binding arbitration, which shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

The arbitration forum and process shall be agreed to by the parties. In the event the parties cannot agree on an arbitration forum and process, the matter shall be submitted to the American Arbitration Association. The Arbitration shall be before a panel of three arbitrators, unless the parties agree to one arbitrator, all of whom shall have experience in insurance coverage of the type afforded by this Policy. If the parties select a panel of three arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The American Arbitration Association shall decide any disputes concerning the selection of the Arbitrators. The potential arbitrators from which the arbitrators shall be selected shall not be confined to those provided by the American Arbitration Association. Each party shall bear the costs of its arbitrator and shall share equally the costs of the third arbitrator and arbitration process. In the event of a single arbitrator, the cost shall be shared equally by the parties. The decision of the arbitration is final and binding on the parties.

- b. All disputes regarding payment(s) owed under this policy for any deductible or premium, including but not limited to any audit premium, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the AAA Expedited Procedures. This arbitration shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

Each party will provide relevant documents in support of its position. In order to eliminate undue burden and expense, there shall be no other discovery allowed. The arbitration will be based solely on the documents submitted by the parties and there shall be no in-person or oral hearing. The disputes shall be decided by a single arbitrator. The arbitrator's decision shall be accompanied by a reasoned opinion and shall be binding upon all parties. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such judgment or award. Each party shall bear its own costs and expenses and an equal share of the arbitrator's fee and any administrative fees associated with the arbitration.

Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT - EXTENDED REPORTING PERIOD

<i>Attached To and Forming Part of Policy</i> 0100195462-0	<i>Effective Date of Endorsement</i> 06/24/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> James Bates Brannan Groover LLP
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE

#### SCHEDULE OF EXTENDED REPORTING PERIOD OPTIONS

Duration of Extended Reporting Period:	Percentage of Annual Premium for Extended Reporting Period:
12 Months	100% of Policy Premium
24 Months	150% of Policy Premium
36 Months	200% of Policy Premium

**SECTION VIII—EXTENDED REPORTING PERIOD** is deleted and replaced with the following:

When the “followed policy” is claims made, the Named Insured shall have the right to an Extended Reporting Period under this Policy as described in and subject to the terms and conditions of the “followed policy”, except with respect to the duration of and the percentage of premium to be charged for this Policy’s Extended Reporting Period. Extended Reporting Period Options that may be made available for this Policy’s Extended Reporting Period are stated in the above Schedule. If additional premium is required for an Extended Reporting Period in the “followed policy”, we will charge the percentage of this Policy’s annual premium as stated in above Schedule for this Policy’s Extended Reporting Period.

An Extended Reporting Period endorsement for which we charge additional premium, shall not be issued under this Policy unless the Named Insured has:

1. Requested in writing that we issue an Extended Reporting Period for this Policy; and
2. Elected the Extended Reporting Period with a duration of no less than the duration elected under this Policy in all unexhausted “underlying insurance” and provided proof of such election to us; and
3. Paid the additional premium due to us for the Extended Reporting Period for this Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - PRIOR OR PENDING LITIGATION**

<i>Attached To and Forming Part of Policy</i> 0100195462-0	<i>Effective Date of Endorsement</i> 06/24/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> James Bates Brannan Groover LLP
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

**This endorsement modifies insurance provided under the following:**

**EXCESS LIABILITY COVERAGE**

<b>SCHEDULE</b>
7/1/2018

This Policy is amended by adding the following exclusion:

This Policy does not apply to any professional services, claim, wrongful act, damages, or defense costs based upon, arising out of, or in any way involving:

- a. Any litigation, proceedings, demands, claims or administrative hearings against any insured occurring prior to or pending as of the Prior or Pending Litigation Date shown in the Schedule above;
- b. Any future litigation, proceedings, demands, claims or administrative hearings arising from, based upon or derived from substantially the same facts, or circumstances as alleged in a. above; or
- c. Any act, error or omission by any insured which gave rise to such prior or pending litigation, proceedings, demands, claims or administrative hearings.

We will not recognize any reduction in the "underlying limit" because of payments made by Underlying Insurers for claims to which this Policy does not apply.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SIGNATURE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100195462-0	<i>Effective Date of Endorsement</i> 06/24/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> James Bates Brannan Groover LLP
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

### ALL COVERAGE FORMS

By signing and delivering this policy to you, we state that it is a valid contract when signed as below by our authorized representatives.



Secretary



President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

## **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

### **ADVISORY NOTICE TO POLICYHOLDERS**

This Notice shall not be construed as part of your policy and no coverage is provided by this Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages your policy provides.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control administers and enforces sanctions policy, based on Presidential declarations of national emergency. OFAC has identified and listed numerous Foreign Agents, Front Organizations, Terrorists, Terrorist organizations and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site—<http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a "Specially Designated National and Blocked Person", as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments and no premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/14/2022

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

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

<b>PRODUCER</b> Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy, Suite 400 Atlanta GA 30339	<b>CONTACT NAME:</b> Lindsey Rogacki	<b>FAX (A/C, No):</b> 404-261-5440	
	<b>PHONE (A/C, No, Ext):</b> 404-238-9090	<b>E-MAIL ADDRESS:</b> lrogacki@sspins.com	
<b>INSURED</b> James Bates Brannan Groover LLP 231 Riverside Drive Macon GA 31201	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Pacific Employers Insurance Co		22748
	<b>INSURER B:</b> ACE Property & Casualty Ins		20699
	<b>INSURER C:</b> BusinessFirst Insurance Company		11697
	<b>INSURER D:</b> TRAVELERS CAS & SURETY CO OF AMER		31194
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER:** 504788983 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		d97178999	4/16/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		d97178999	4/16/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		d97179013	4/16/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	TBD	4/16/2022	4/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Fiduciary Liability Employment Practices Liability		TBD TBD	4/16/2022 4/16/2022	6/1/2023 6/1/2023	Fiduciary Liability 2,000,000 Employment Practices 2,000,000

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
7/13/2022

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

PRODUCER Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy, Suite 400 Atlanta GA 30339	CONTACT NAME: Candace Glasper		
	PHONE (A/C, No, Ext): 404-949-1113 FAX (A/C, No): 404-261-5440		
	E-MAIL ADDRESS: cglasper@sspins.com		
	PRODUCER CUSTOMER ID: JAMEBAT-0C		
INSURED James Bates Brannan Groover LLP 231 Riverside Drive Macon GA 31201	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Pacific Employers Insurance Co		22748
	INSURER B : TRAVELERS CAS & SURETY CO OF AMER		31194
	INSURER C : Hartford Ins. Co - Midwest		37478
	INSURER D : UNDERWRITERS AT LLOYDS		32727
	INSURER E :		
	INSURER F :		

## COVERAGES

CERTIFICATE NUMBER: 417098304

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- 1) 231 Riverside Dr, SUITE 100, Macon, GA 31201 - Contents: \$2,531,155 - FLOOD & EXCESS FLOOD applies to this location only  
2) 1033 Jefferson St NW, Atlanta, GA 30318 - Contents: \$300,000  
See Attached...

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	d97178999	4/16/2022	6/1/2023	BUILDING	\$
		CAUSES OF LOSS				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ See Remarks
		BASIC				<input checked="" type="checkbox"/> BUSINESS INCOME	\$ ALS
		BROAD				EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/>	SPECIAL				RENTAL VALUE	\$
		EARTHQUAKE				BLANKET BUILDING	\$
		WIND				BLANKET PERS PROP	\$
		FLOOD				BLANKET BLDG & PP	\$
							\$
							\$
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY				\$
		CAUSES OF LOSS					\$
		NAMED PERILS	POLICY NUMBER				\$
							\$
B	<input checked="" type="checkbox"/>	CRIME	105599878	4/16/2022	6/1/2023	<input checked="" type="checkbox"/> Crime	\$ 1,000,000
		TYPE OF POLICY					\$
		Crime					\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
							\$
							\$
C D	Primary Flood	8703018664 B2EEX2000481913	6/3/2022 7/20/2022	6/3/2023 7/20/2023	Contents	\$ 5,000,000	
	Excess Flood				Contents	\$ 1,500,000	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JAMEBAT-0C

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Sterling Seacrest Pritchard, Inc.		NAMED INSURED James Bates Brannan Groover LLP 231 Riverside Drive Macon GA 31201
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 FORM TITLE: CERTIFICATE OF PROPERTY INSURANCE

#### DESCRIPTION OF PROPERTY:

- 3) 1 Press Pl, Suite 200, Athens, GA 30601 - Contents: \$400,000
- 4) 3399 Peachtree Rd NE, 1700, Atlanta, GA 30326 - Contents: \$850,000



## **DUKE R. GROOVER**

### **PARTNER**

**EMAIL** DGroover@JamesBatesLLP.com

**PHONE** 478.749.9931

**PHONE 2** 478.742.4280

**FAX** 478.742.8720

**LOCATION** Macon



## **JAMES BATES BRANNAN GROOVER LLP**



### **BIOGRAPHY**

Mr. Groover practices in our Macon and Atlanta offices. His practice involves commercial/business litigation as well as representing various local governments in a variety of matters. Mr. Groover's experience includes serving as lead counsel in numerous trials, arbitrations and appellate arguments on behalf of private clients and public entities. Additionally, Mr. Groover currently serves as Interim County Attorney for Macon-Bibb County which is the largest city in the Macon-Warner Robins Combined Statistical Area. Prior to being appointed Interim County Attorney, Mr. Groover has represented various cities, counties, and public authorities on complex litigation matters. In his current position as Interim County Attorney, Mr. Groover has developed expertise in the unique issues and regulations that face local governments from a transactional and litigation standpoint.

Mr. Groover has been recognized by Georgia Super Lawyers magazine and various other publications for his professionalism and expertise. He has a Martindale-Hubbell AV® Preeminent peer review rating, the highest attainable rating for this globally recognized organization.

### **PRACTICE AREAS**

Business and Commercial Litigation  
Insurance  
Employment  
Construction  
Litigation  
Agriculture Law  
Eminent Domain  
Local Government Law

### **REPRESENTATIVE MATTERS**

A selection of Mr. Groover's recent work includes:

Representing a local government in multi-million dollar dispute regarding the Fair Labor Standards Act ("FLSA").

Representing a local government in a matter concerning allegations of wrongful termination based on Title VII, Section 1983, Section 1981, and state law discrimination.

Representing a landowner in a negotiation of lease terms with solar development company. Advised on issues related to landowner's use of property, potential liability, as well as crop and timber use and disposition.

Representing a client to a defense judgment in an Age Discrimination in Employment Act ("ADEA") case which went to the Court of Appeals and was the first case in Georgia to apply the Gross Standard for ADEA Liability.

Representing a company purchasing a telecommunication network for breach of contract and breach of fiduciary duty wherein the company both retained the asset purchased as well as received a multi-million dollar settlement.

Representing an insurance company in an issue of first impression in Georgia establishing lead as a pollutant. Claims based on lead poisoning were excluded from a liability policy based upon pollution exclusion.

Representing an approved crop insurance provider regarding its denial of a claim for indemnity for cotton on break-out land wherein the third-party agent failed to get a written agreement.

Served as an umpire in a multi-million dollar life re-insurance dispute involving allegations of fraud and the "most favored nation" clauses prevalent in re-insurance treaties.



**JOHN B. (JACK) NICHOLS**  
**PARTNER**

**EMAIL** JNichols@JamesBatesLLP.com  
**PHONE** 478.749.9982  
**PHONE 2** 478.742.4280  
**FAX** 478.742.8720  
**LOCATION** Macon



**JAMES BATES**  
**BRANNAN GROOVER LLP**

**BIOGRAPHY**

Jack has represented clients in a variety of litigation related matters in both federal and state courts, but his primary areas of practice are commercial litigation and receiverships.

Jack represents banks, businesses, and individuals in cases ranging from ownership disputes to employment discrimination. He has extensive experience representing financial institutions in contract disputes with borrowers and guarantors, and he has used that experience to also represent individuals being pursued by financial institutions in similar types of cases. Jack has represented insurers in dram shop and slip and fall cases, and he regularly handles an assortment of other commercial cases for both plaintiffs and defendants. His representation extends to the appellate courts as he has successfully argued before the Georgia Court of Appeals and has won cases in the Supreme Court of Georgia.

Jack's receivership practice has seen him work with business owners, financial institutions, and judges around the state for numerous purposes including preserving and protecting assets, overseeing the operations of ongoing businesses, managing real and personal property holdings, and liquidating assets for dissolved or dissolving entities. Jack's receivership work has included overseeing daily operations and management for convenience stores, gas stations, home health care services, a hotel, and a coin operated amusement machine business. He has also worked with single and multi-family housing projects and estates in a variety of receivership roles. Jack's experience includes representing receivers, representing those individuals with businesses in receivership, and representing those individuals seeking the appointment of a receiver.

Prior to joining James-Bates-Brannan-Groover-LLP, Jack served in the Army Judge Advocate General's Corps where he worked as a trial counsel in the military justice system, an administrative law attorney, and a legal assistance attorney. Jack also served in the Georgia Army National Guard where he spent time both advising the government on numerous military justice related matters and representing individual Soldiers accused of wrongdoing.

Originally from Fort Valley, Georgia, Jack and his wife live in Macon. Jack is an active member of Ingleside Baptist Church and has held various positions in the Rotary Club of Downtown Macon. He also does pro-bono work for Habitat for Humanity.

**PRACTICE AREAS**

Appellate  
Banking + Financial Institutions  
Employment  
Insurance  
Litigation

**EDUCATION**

Georgia State University College of Law (J.D. 2006)

Law Review (Associate Student Articles Editor, 2005-2006; Member 2004-2005)

Wofford College (B.A., *summa cum laude*, 2001)

Phi Beta Kappa  
Blue Key Honor Society



## **CHRISTOPHER GORDON**

### **COUNSEL**

**EMAIL** CGordon@JamesBatesLLP.com  
**PHONE** 478.742.4280  
**PHONE 2** 478.749.9939  
**FAX** 478.742.8720  
**LOCATION** Macon



## **JAMES BATES BRANNAN GROOVER LLP**

### **BIOGRAPHY**

Before attending law school, Christopher "Chris" earned his B.A. in Political Science from Valdosta State University in 2009. He then earned his JD, *Cum Laude*, from John Marshall Law School in 2012.

Prior to joining James Bates in the spring of 2019, Chris worked as an Assistant District Attorney for the Oconee Judicial Circuit. Where he gained experience in white collar criminal defense and federal criminal defense cases. He has extensive courtroom experience, with an emphasis on complex jury trials. In addition, Chris's legal practice focuses on insurance defense, liability defense, general litigation and commercial litigation.

Chris currently resides in Hawkinsville, Georgia. Although most of his time is spent with his children, Chris also enjoys golfing, hunting and fishing.

### **PRACTICE AREAS**

Litigation  
Insurance  
Commercial Litigation  
General Litigation  
Federal Criminal Defense  
White Collar Crimes  
Criminal Law  
Appellate

### **PROFESSIONAL ORGANIZATIONS/ACTIVITIES**

Rotary Club  
Dodge County Chamber of Commerce – Leadership Dodge 2017 Graduate  
Dodge County Hospital Child Abuse Prevention 5K  
Ducks Unlimited  
Toys for Tots –Dodge County Program

### **EDUCATION**

John Marshall Law School (J.D. *cum laude* 2012)  
Valdosta State University (B. A. 2009)

### **ADMITTED**

Superior Courts of Georgia, 2012  
Georgia Court of Appeals, 2013  
Georgia Supreme Court, 2013

### **ADMINISTRATIVE/LEGAL ASSISTANT CONTACT**

Name: Victoria Greathouse  
Title: Legal Assistant  
Phone: 478.749.9966

**LAUREN N. SCHULTZ****Counsel**

**EMAIL** LSchultz@JamesBatesLLP.com  
**PHONE** 478.749.9993  
**PHONE 2** 478.742.4280  
**FAX** 478.742.8720  
**LOCATION** Macon

**JAMES BATES  
BRANNAN GROOVER LLP****BIOGRAPHY**

Prior to being admitted to the Georgia Bar, Lauren attended Mercer University where she received her bachelor's degree in Economics and Business. Following graduation Lauren began her studies at Mercer University's Walter F. George School of Law. After being admitted to the Georgia Bar in 2013, Lauren Schultz served as a Staff Attorney for the Honorable Howard Z. Simms and Philip T. Raymond III of the Macon Judicial Circuit for a year before entering private practice in 2014.

After entering private practice, Lauren focused on general liability defense, insurance and local government law. Lauren has expanded her practice to representing clients in ad valorem tax appeals, complex business litigation, eminent domain, and employment discrimination matters.

**PRACTICE AREAS**

Local Government  
Civil Litigation  
Employment  
General Liability Defense  
Tort Litigation  
Insurance  
Ad Valorem Tax Appeal  
Litigation

**PROFESSIONAL ORGANIZATIONS/ACTIVITIES**

Georgia Bar Association  
Macon Bar Association  
Houston County Bar Association  
William Augustus Bootle Inn of Court  
Georgia Defense Lawyers Association  
2018 Robins Regional Leadership Academy Graduate  
Robins Regional Chamber Board of Directors  
Houston County Family Connections Board of Directors  
Brigadier General Robert L. Scott Jr. Memorial Golf Tournament Committee Member

**EDUCATION**

Eugene Stetson School of Business, Mercer University (B.B.A., *summa cum laude*, 2010)  
Walter F. George School of Law, Mercer University (J.D., *cum laude*, 2013)

**ADMITTED**

Georgia, 2013  
Supreme Court of Georgia  
U.S. District Court for the Middle District of Georgia  
Court of Appeals of Georgia

**ADMINISTRATIVE/LEGAL ASSISTANT CONTACT**

Name: Betsy Arrington  
Title: Legal Assistant  
Phone: 478.336.5501



## Dublin City Council Agenda Item Memorandum

To be an item for consideration on the Dublin City Council Meeting Agenda, This form, Must be in the City Manager's Office no later than 5:00 P.M. on the Wednesday the week prior to a City Council Meeting.

To: Mayor and Council

From: Keith Moon

Request Date: 12-27-2024

Agenda Date: 1-2-2025

Proposed Agenda Title and Description:

Approval Of Agreement with Flock

Budgeted: Yes ☒ No ☐

If **YES**: What is the Account Name & Number: 100-3221-522320

Budget Amount:

Purchase Cost:

Over/Under Budget +/-:

Plan for Budget Overage:

If **NO**: How do you plan to pay for item?

Recommendation and Justification:

Approval of agreement 29 Flock ALPR Cameras.

See attached.

Department Head Signature: Keith Moon

## **RESOLUTION**

**#25-01**

**A RESOLUTION OF THE CITY OF DUBLIN, GEORGIA, BY AND THROUGH ITS MAYOR AND COUNCIL, APPROVING A CONTRACT WITH FLOCK GROUP, INC. FOR A SIXTY (60) MONTH SERVICE AND EQUIPMENT AGREEMENT CONCERNING THE CONSOLIDATION OF TWO AGREEMENTS FOR A TOTAL OF TWENTY-NINE (29) FLOCK SAFETY FALCON CAMERAS FOR THE CITY OF DUBLIN, TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE SAME; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Mayor and City Council are the governing body of the City of Dublin, Georgia; and

**WHEREAS**, the City of Dublin, Georgia is currently under two separate contracts with Flock Group, Inc. Concerning (29) Flock Safety Falcon Cameras; and

**WHEREAS**, the City of Dublin, Georgia desires to consolidate said contracts and secure the services of Flock Group, Inc. for services and equipment for a sixty (60) month term to be evaluated at the end of each fiscal year; and

**WHEREAS**, the Mayor and Council find it in the best interest of the City to formalize the terms of a new agreement with Flock Group, Inc.; and

**WHEREAS**, the Mayor and Council wish to empower the City Manager or his or her designee to execute and deliver any other documentation required for the fulfillment of the purposes of this Resolution.

**THEREFORE, NOW BE IT RESOLVED** that the City Manager is hereby authorized to negotiate an agreement, substantially in the form as attached hereto as Exhibit “A” and incorporated herein by this reference, for the services and equipment with Flock Group, Inc. And the Mayor is hereby authorized and directed to execute the same in the name of and on behalf of the City of Dublin, Georgia, subject to such insertions, deletions, or revisions as deemed appropriate by him, the execution of the same being conclusive evidence of acceptance of the same.

**BE IT FURTHER RESOLVED** that execution of the Agreement by the Mayor or any other modification of it shall be conclusive evidence of the approvals required herein and all actions of the City, its officers, staff, and employees in connection with the execution, delivery, and performance of the Agreement is hereby approved, ratified, and confirmed.

**BE IT FURTHER RESOLVED** that the City Manager, in consultation with the City/Staff Attorney, and the City Clerk may approve such modifications and additions or cancellation of its level of services provided by Flock Safety as may be deemed appropriate

by him and in the best interest of the City at all points in time during the term of the Agreement.

**BE IT FURTHER RESOLVED** that the City Manager, or his or her designee, is authorized to execute and deliver any other document required by Flock Safety to affect the purpose of this Resolution and Agreement and that this resolution shall be effective upon its adoption.

SO RESOLVED by the Mayor and Council of the City of Dublin this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

CITY OF DUBLIN, GEORGIA

BY: \_\_\_\_\_  
Joshua E. Kight,  
Mayor

ATTEST:

By \_\_\_\_\_  
Heather M. Browning, City Clerk



This agreement will replace the 2 previous agreements (attached).

1. The agreement was signed on 11-05-2020 by Mayor Best for 10 Flock Falcon stationary ALPR (automatic license plate reader). Flock found that this agreement was not put under our price lock of \$2500 due to an internal error. The salesman created a second City of Dublin account. Since it was left out, this agreement will lock in pricing for those 10 cameras at the same rate as the others and clear up the error.
2. The agreement also deletes 2 Flock Falcon Flex ALPR cameras (portable battery operated) from the attached agreement signed on 09-27-2023 by Mayor Kight. The cameras will not be used anymore due to the logistics of mounting them to poles, recharging of batteries, and downloading.

The agreement combines 10 cameras from the first agreement and 19 from the second. The agreement does not change the present budget amounts.

**Flock Safety + City of Dublin, GA**

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

---

MAIN CONTACT:  
Jess Charmoli  
[jess.charmoli@flocksafety.com](mailto:jess.charmoli@flocksafety.com)  
+14047547779

**flock safety**



## EXHIBIT A ORDER FORM

Customer: City of Dublin, GA  
Legal Entity Name: City of Dublin, GA  
Accounts Payable Email: [actpayable@dublinga.org](mailto:actpayable@dublinga.org)  
Address: 100 S. Church St. Dublin, Georgia 31021

Initial Term: 60 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual  
Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$72,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	29	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

**Subtotal Year 1:** \$72,500.00  
**Annual Recurring Subtotal:** \$72,500.00  
**Estimated Tax:** \$0.00  
**Contract Total:** \$362,500.00

*The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.*

*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:

- This Agreement supersedes any and all previously executed agreements between the Parties, relating to the 29 currently provided Falcon products and services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements, 10 Flock Falcon cameras executed on or about November 5, 2020 and 19 Flock Falcon cameras executed on or about September 23, 2023, pertaining to said Services provided shall terminate upon the start of this agreement. 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 new contract.

Notwithstanding anything to the contrary, if the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation, on the part of the City, at the end of the fiscal year, June 30, each year of the

Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent fiscal year of the term absent the City's provision of written notice of non-renewal to Provider at least five (5) days prior to the end of the then current fiscal year.

Customer does not waive sovereign immunity and is not required to purchase insurance.

### **Billing Schedule**

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$72,500.00
<b>Annual Recurring after Year 1</b>	\$72,500.00
<b>Contract Total</b>	\$362,500.00

\*Tax not included

Product and Services Description

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

FlockOS Features & Description

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

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

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

**FLOCK GROUP, INC.**

**Customer: City of Dublin, GA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

# flock safety

## 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 ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER 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").

Customer: Dublin Police Department	Contact Name: Stacey Sapp
Address: 346 S Jefferson St Dublin, GA 31021	Phone: 478-277-5023  E-Mail: sapps@dublinga.org
Expected Payment Method: Check	Billing Contact: Nicholas Dixon (if different than above) 478-277-5018  dixonn@dublinga.org

Initial Term: 12 Renewal Term: 12 Months	Billing Term: Annual payment due Net 30 per terms and conditions
---	--

Name	Price	QTY	Subtotal
Implementation Fee Camera Installation Fee	\$250.00	10	\$2,500.00
Flock Falcon Camera Camera for evidence + real-time alerts to police. Used for high traffic and entrances / exits.	\$2,500.00	10	\$25,000.00

Flock Group Inc.  
Today's Date - Oct 01, 2020  
This proposal expires in 30 days.

Order Form  
Dublin Police Department - Phase 3  
3036654570


flock safety

**(Includes one-time fees)**

Year 1 Total      **\$27,500.00**

Recurring Total: 25000

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

<b>Flock Group Inc</b> <i>Alex Latraverse</i> By: _____ Name: <u>Alex Latraverse</u> Title: <u>VP of Growth</u> Date: <u>10/01/2020</u>	<b>Customer Name:</b>  By: _____ Name: <u>Phil Best</u> Title: <u>Mayor</u> Date: <u>11/5/20</u>
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Flock Group Inc.  
Today's Date - Oct 01, 2020  
This proposal expires in 30 days.

Order Form  
Dublin Police Department - Phase 3  
3036654570



# flock safety

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## EXHIBIT A

### Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

# flock safety

## GOVERNMENT AGENCY CUSTOMER AGREEMENT

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

### RECITALS

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

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

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

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

### AGREEMENT

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

### 1. DEFINITIONS

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

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

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

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

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

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

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

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1.7 “**Hardware**” shall mean the Flock Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

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

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

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

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

## 2. FLOCK SERVICES AND SUPPORT

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

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

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency’s internal purposes in connection with its use of the Flock Services as contemplated herein.

**2.4 Usage Restrictions.** The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency



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and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

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

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

## **2.7 Installation Services.**

**2.7.1 Designated Locations.** Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("**Reinstalls**") driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.



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**2.7.2 Agency's Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.7.3 Flock's Installation Obligations.** The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

**2.7.4 Security Interest.** The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

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

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [hello@flocksafety.com](mailto:hello@flocksafety.com). Flock will use commercially reasonable efforts to respond to requests for support.

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



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## 3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

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

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

## 4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

**4.1 Confidentiality.** 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 is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.



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Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

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

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

## 5. PAYMENT OF FEES

**5.1 Fees.** Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 15th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera



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offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

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

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

**5.4 No-Fee Term Access.** Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

## 6. TERM AND TERMINATION

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

**6.2 Agency Satisfaction Guarantee.** At any time during the agreed upon term, the agency, if not fully satisfied with the service or solution may self-elect to terminate this Agreement. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

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



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**6.4 Effect of Termination.** Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

**6.5 No-Fee Term.** The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

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

## 7. REMEDY; WARRANTY AND DISCLAIMER

**7.1 Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

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

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

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



# flock safety

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

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

## 8. LIMITATION OF LIABILITY AND INDEMNITY

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

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

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

**8.4 Indemnity.** Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

## 9. RECORD RETENTION

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

# flock safety

its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

## 10. MISCELLANEOUS

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

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

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

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

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

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

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

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



# flock safety

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

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

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

10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Notices shall be to the City Manager, City of Dublin, P.O. Box 690, Dublin, Georgia 31040 with a copy to City Attorney, City of Dublin, P.O. Box 690, Dublin, Georgia 31040.



**Flock Safety + GA – City of Dublin**

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

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MAIN CONTACT:  
John Watson  
[john.watson@flocksafety.com](mailto:john.watson@flocksafety.com)  
678-210-8524

**flock safety**





EXHIBIT A  
**ORDER FORM**

Customer: City of Dublin, GA  
Legal Entity Name: City of Dublin, GA  
Accounts Payable Email: actpayble@dublinga.org  
Address: 346 South Jefferson Street Dublin, Georgia 31021

Initial Term: 60 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing to reflect a pro rata invoice through June 30, 2024.  
Retention Period: 30 Days

**Hardware and Software Products**  
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$53,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS ™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	19	Included
Flock Safety Falcon ® Flex	Included	2	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$53,500.00
<b>Annual Recurring Subtotal:</b>	\$53,500.00
<b>Discounts:</b>	\$52,500.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$267,500.00

**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$53,500.00
Annual Recurring after Year 1	\$53,500.00
Contract Total	\$267,500.00

\*Tax not included

**Discounts**

Discounts Applied	Amount (USD)
Flock Safety Platform	\$52,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
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 - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

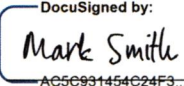
Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera



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

**FLOCK GROUP, INC.**


By:   
AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 8/16/2023

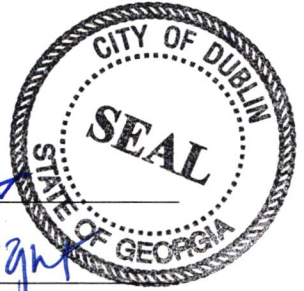
**Customer: City of Dublin**

By:   
Name: Joshua E. Knight

Title: Mayor

Date: 9/7/23

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*”) on this the 7th day of September 2023. 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**. The Parties agree as follows:

### RECITALS

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

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

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

### AGREEMENT

**NOW, THEREFORE**, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

## 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. SERVICES AND SUPPORT

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

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

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

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its 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 upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

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

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. 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, 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. 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. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

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

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

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. 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**”). 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, 11.1 and 11.6.

**7.4** Notwithstanding anything to the contrary, if the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation, on the part of the City, at the end of the fiscal year, June 30, each calendar year of the Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent fiscal year absent the City's provision of written notice of non-renewal to Provider at least five (5) days prior to the end of the then current fiscal year.

## 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 (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

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

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

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER 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.** To the extent allowed by law, 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. Customer does not waive sovereign immunity and is not required to purchase insurance.

**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.

## 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 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.** 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, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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



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

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

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**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.

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

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

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

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

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS: P.O. Box 690, Dublin, GA 31040

ATTN: City Manager/Josh Powell

EMAIL: [powellj@dublinga.org](mailto:powellj@dublinga.org)

## EXHIBIT B

**INSURANCE**

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

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

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

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



**Flock Safety + GA – City of Dublin**

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

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MAIN CONTACT:  
John Watson  
[john.watson@flocksafety.com](mailto:john.watson@flocksafety.com)  
678-210-8524

**flock safety**





EXHIBIT A  
**ORDER FORM**

Customer: City of Dublin, GA  
Legal Entity Name: City of Dublin, GA  
Accounts Payable Email: actpayble@dublinga.org  
Address: 346 South Jefferson Street Dublin, Georgia 31021

Initial Term: 60 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing to reflect a pro rata invoice through June 30, 2024.  
Retention Period: 30 Days

**Hardware and Software Products**  
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$53,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS ™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	19	Included
Flock Safety Falcon ® Flex	Included	2	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$53,500.00
<b>Annual Recurring Subtotal:</b>	\$53,500.00
<b>Discounts:</b>	\$52,500.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$267,500.00



**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$53,500.00
Annual Recurring after Year 1	\$53,500.00
Contract Total	\$267,500.00

\*Tax not included

**Discounts**

Discounts Applied	Amount (USD)
Flock Safety Platform	\$52,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
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 - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

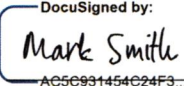
FlockOS Features & Description

Package: Essentials


FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

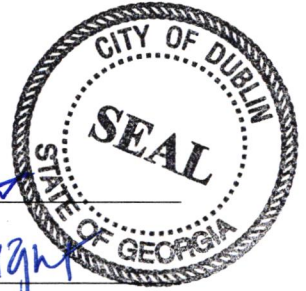
**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

By:   
Name: Mark Smith  
Title: General Counsel  
Date: 8/16/2023

**Customer: City of Dublin**

By:   
Name: Joshua E. Knight  
Title: Mayor  
Date: 9/7/23  
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*”) on this the 7th day of September 2023. 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**. The Parties agree as follows:

### RECITALS

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

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

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

### AGREEMENT

**NOW, THEREFORE**, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

## 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## 2. SERVICES AND SUPPORT

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

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

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

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its 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 upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

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

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. 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, 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. 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. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

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

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

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. 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**”). 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, 11.1 and 11.6.

**7.4** Notwithstanding anything to the contrary, if the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation, on the part of the City, at the end of the fiscal year, June 30, each calendar year of the Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent fiscal year absent the City's provision of written notice of non-renewal to Provider at least five (5) days prior to the end of the then current fiscal year.

## 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 (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

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

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

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER 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.** To the extent allowed by law, 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. Customer does not waive sovereign immunity and is not required to purchase insurance.

**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.

## **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 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.** 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, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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



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

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

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**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.

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

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

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

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

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS: P.O. Box 690, Dublin, GA 31040

ATTN: City Manager/Josh Powell

EMAIL: [powellj@dublinga.org](mailto:powellj@dublinga.org)

## EXHIBIT B

**INSURANCE**

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

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

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

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