

CONTRACT FOR SERVICES

THIS AGREEMENT, entered into as of this 1<sup>st</sup> day of October 1, 2022 by and between Fusus, Inc., of Peachtree Corners, Georgia (hereinafter referred to as the "Contractor") and the Atlanta Regional Commission (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Contractor to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Homeland Security through the Georgia Emergency Management Agency, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies"); and

WHEREAS, the Contractor desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Employment of the Contractor. ARC hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Independent Contractors. No provision of this contract, nor act of Contractor or act of ARC in the performance of this contract shall be construed as constituting the Contractor as an agent, servant, or employee of ARC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
3. Non-exclusive Rights. The Contract is not exclusive. ARC reserves the right to select other contractors to provide goods and services similar to good and services described in the Contract during the term of the Contract.
4. Time of Performance. The services of the Contractor are to commence immediately upon execution of this contract and shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in the attached quotes. All services required hereunder shall be completed by or before September 1, 2025.
5. Compensation and Method of Payment. The Contractor shall be compensated for the work and services to be performed under this contract as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation under this contract shall not exceed \$750,000.00.
6. Scope of Services. The Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by ARC's Executive Director, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
7. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports. All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Contractor (executor) and ARC's Executive Director. However, the Contractor executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Chief Operating Officer as his agent for purposes of this contract only, except for Amendments and Terminations.

8. Contractor's Personnel. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the hiring of such personnel, except with the express prior written consent of ARC's Executive Director or his authorized agent. Further, the Contractor agrees that no such personnel shall be involved in any way with the performance of this contract, without the express prior written approval of ARC's Executive Director or his authorized agent.
9. Review and Coordination. To insure adequate review and evaluation of the work, and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. ARC may require the Contractor to meet with designated officials of ARC from time to time to review the work. Reasonable prior notice of such review meeting shall be given the Contractor.
10. Reports. The Contractor shall furnish ARC with a monthly narrative progress report, in such form as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Contractor during the month of such report and the current status of the Project, including the percentage of the work which has been completed as of the end of the month of such report. Such report shall be furnished within ten (10) days of the end of the month of such report.
11. Inspections. Authorized representatives of ARC may at all reasonable times review and inspect the Project activities and data collected pursuant to this contract. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Contractor shall be made available to authorized representatives of ARC for inspection and review at all reasonable times in the Contractor's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Contractor of his professional obligation to correct, at his expense, any errors found in the work.
12. Maintenance of Cost Records. The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the contract, and for three years from the date of final payment under the contract, for inspection by ARC. The Contractor shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
13. Data to be Furnished Contractor. All information, data, reports, records and maps which are existing, readily available and reasonably necessary, as determined by ARC's Executive Director or his authorized agent, for the performance by the Contractor of the work and services required by this contract shall be furnished to the Contractor without charge by ARC. ARC, its agents and employees, shall fully cooperate with the Contractor in the performance of the Contractor's duties under this contract.
14. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the ARC, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of ARC. The Contractor must return any and all data collected, maintained, created, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of ARC. The Contractor shall immediately report to ARC any unauthorized disclosure of confidential information. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.
15. Rights in Documents Materials and Data Produced. Contractor agrees that all reports, drawings, studies, specifications, estimates, maps, computations and other data prepared by or for it under the terms of this contract shall be delivered to, become and remain the property of ARC upon termination or completion of the work. ARC shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, or other graphic representations and works of a similar nature. No materials or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or its subcontractors. Pre-existing proprietary information shall remain the property of the contractor.

16. Identification of Documents. Unless otherwise provided in Attachment "A", all reports, maps and other documents completed as a part of this contract shall bear on the title page of such report, map or document, the following legend: "Prepared by (insert name of Contractor) under Contract with the Atlanta Regional Commission. The date (month and year) in which the document was prepared shall also be shown.
17. Publication and Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented publicly or published without prior approval of ARC's Executive Director or his authorized agent. All such reports, information, data, etc., shall be kept confidential by the Contractor and shall not be made available to any individual or organization by the Contractor, until ARC's Executive Director or his authorized agent authorizes the release of same in writing.
18. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
19. Interest of Contractor. The Contractor covenants that neither the Contractor, nor anyone controlled by the Contractor, controlling the Contractor, or under common control with the Contractor, nor their agents, employees or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent or tend to prevent, the satisfactory performance of the Contractor's service hereunder in an impartial and unbiased manner. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by the Contractor as an agent, subcontractor or otherwise. If the Contractor contemplates taking some action which may constitute a violation of this paragraph, the Contractor shall request in writing the advice of ARC's Executive Director or his authorized agent, and if ARC's Executive Director or his authorized agent shall notify the Contractor in writing that the Contractor's contemplated action will not constitute a violation hereof, then the Contractor shall be authorized to take such action without being in violation of this paragraph.
20. Interest of Member of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have any interest, direct or indirect, in this contract or the proceeds arising therefrom.
21. No Obligation by the Federal Government. ARC and the Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
22. Assurances. The Contractor hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Contractor gives assurance and certifies with respect to this agreement that:

For all agreements:

- a. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Contractor is authorized to execute an agreement incorporating the terms of its application.
- b. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Contractor shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.
- c. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- d. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by EPA.
- e. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- f. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- g. The Contractor agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

The Contractor further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

## 23. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Contractor, or agent acting for the Contractor, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.

- b. Debarment and Suspension. The Contractor agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
  - c. Drug-Free Workplace. The Contractor agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier contractors.
  - d. The Contractor agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.
24. Incorporation of Federal Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the United States Department of Homeland Security, whether or not expressly set forth in the preceding contract provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the DHS terms and conditions.
25. Changes. ARC may require changes in the work and services that the Contractor is to perform hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between ARC and the Contractor, shall be incorporated in written amendments to this contract.
26. Assignability. The Contractor shall not assign, sublet or transfer all or any portion of its interest in this Agreement without the prior written approval of ARC's Executive Director or his authorized agent.
27. Approval of Subcontracts. None of the work or services to be performed under this contract by the Contractor shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such subcontracting is authorized as herein provided, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Contractor shall provide such documentation as ARC shall require regarding the method the Contractor used in selecting its subcontractor.
28. Indemnification. The Contractor shall hold harmless and indemnify ARC, its officers, directors, and employees from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements, judgments, and reasonable attorney's fees and costs, that may be caused by the negligent, intentional, or wrongful act or omission of the Contractor or any employee, agency, or subcontractor utilized or employed by the Contractor in the performance of services under this agreement.
29. Insurance. The Contractor will have and maintain insurance coverage that complies with the laws of the State of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, and Property Damage coverage.
30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Contractor, this agreement may be immediately terminated without further obligation of ARC.
31. Termination of the Contract for Cause. If the Contractor, due to its action or failure to act, shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor has or will violate any of the covenants, agreements, representations or stipulations of this contract or local, state, or federal law, ARC shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials collected or produced under this contract shall, at the option of ARC, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this contract by the Contractor,

and ARC may withhold any payment to the Contractor for the purpose of set-off for damages caused by the Contractor's breach, until such time as the exact amount of damages to ARC from the Contractor is determined.

32. Termination for Convenience. ARC may terminate this contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials produced or collected under this contract shall, at the option of ARC, become its property. If this contract is terminated by ARC as provided in this paragraph, the Contractor will be paid either (a) an amount which bears the same ratio to the total compensation to be paid to the Contractor under this contract as the services actually performed prior to the termination of this contract bear to the total services to be performed by the Contractor under this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed by the effective date of such termination, the Contractor shall be reimbursed (in addition to the foregoing payment) for that portion of the actual out of pocket expenses (not otherwise reimbursed under this contract) incurred by the Contractor during the contract period, which are directly attributable to the uncompleted portion of the services covered by this contract; or if payment under this contract is on a cost reimbursement basis, (b) the actual expenses incurred by the Contractor prior to the effective date of such termination, as authorized in Attachment "B", plus any profit shown in Attachment "B".
33. Disputes and Appeals. Any dispute concerning a question of fact arising under this contract shall be decided by ARC's Center Director who shall promptly reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

The Contractor agrees that the decision of ARC's Cognizant Center Director shall be final and conclusive unless, within ten days of receipt of such copy, the Contractor mails or otherwise furnishes a written request for appeal concerning the question of fact to ARC's Executive Director, who shall arrange a formal hearing within twenty days after receipt of the appeal request. Both the Contractor and ARC's Center Director shall have the right to present witnesses and give evidence concerning the question of fact at such hearing. Within twenty days after the hearing, the Executive Director shall make his decision concerning the question of fact in writing to the Contractor and to ARC's Center Director.

Pending final decision of an appeal to the Executive Director, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of ARC's Cognizant Center Director.

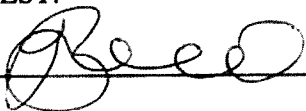
The Contractor agrees that the decision of the Executive Director concerning the question shall be final and conclusive unless determined by the funding agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

The Contractor shall have written procedures through which its subcontractors (fourth party) may dispute and/or appeal a decision made by the Contractor. Written notice of such procedures shall be provided by the Contractor to each of its subcontractors.

34. Headings or Captions. The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
35. Severability. If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract.
36. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Georgia, and all questions of interpretation and construction shall be construed by the laws of such State. Any claims, legal proceeding or litigation arising in connection with the Service will be brought solely in Fulton County, Georgia,

IN WITNESS WHEREOF, the Contractor and ARC have executed this Agreement as of the day first above written.

ATTEST:

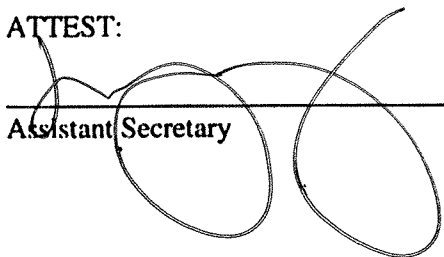
  
\_\_\_\_\_

FUSUS, INC.

By:   
\_\_\_\_\_


Title: Chief Revenue Officer

ATTEST:


  
\_\_\_\_\_

Assistant Secretary

ATLANTA REGIONAL COMMISSION

By:   
\_\_\_\_\_

Executive Director

By:   
\_\_\_\_\_

Chair

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ATTACHMENT A  
SCOPE OF SERVICES

- I. General: The work to be accomplished by the Contractor is in support of the following ARC Cost Center:

<u>Cost Center No.</u>	<u>Cost Center Title</u>
910A02	GY2019 Interoperable Communications
010A01	GY 2020 Planning
110A05	GY 2020 Enduring Needs

- II. Purpose: Fusus will provide law enforcement with a video and data collection platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the UASI region.
- III. Study Area: Within the UASI footprint comprised of the Counties of Clayton and DeKalb.
- IV. Work and Services: The Contractor shall personally do, perform and carry out, in a satisfactory and proper manner, as determined by ARC, the following work and services:  
**See the description of services listed in quote 20220629-175750615 and 20220629-181944946 dated June 29, 2022.**
- V. Deliverables: Enterprise package, Core Pro Appliance, Core Elite AI Appliance will provide critical information and resource sharing capabilities between the various agencies throughout the region and allow them to maintain seamless communication capabilities through 9/30/2025.

ATTACHMENT B  
COMPENSATION AND METHOD OF PAYMENT

I. Compensation: In no event will the total compensation and reimbursement, if any, to be paid to the Contractor under this contract exceed the sum of \$750,000.00. A breakdown of this budget is listed in "Exhibit B-1, Contract Budget," which is attached to and made part of this contract for financial reporting, monitoring, and audit purposes.

II. Method of Payment: The following method of payment will be used for this project:

A. Progress Payments: The Contractor shall be entitled to receive progress payments on the following basis. As stated below during the existence of this contract, the Contractor shall submit to ARC an invoice for payment documenting work performed during the invoice period. Any work for which payment is requested may be disallowed at ARC's reasonable discretion if not properly documented in the required monthly progress report. Invoices properly submitted shall be paid or rejected within 45 days of receipt by ARC.

- i. \$250,000 Grant Year 2019 Before 12/30/2022 for services between 10/1/2022 to 9/30/2023
- ii. \$250,000 Grant Year 2020 Before 5/1/2023 for services between 10/1/2023 to 9/30/2024
- iii. \$250,000 Grant Year 2021 Before 8/1/2023 for services between 10/1/2024 to 9/30/2025

Invoices shall be submitted to [UASIfinance@atlantauasi.com](mailto:UASIfinance@atlantauasi.com)

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Contractor, less the total of all previous progress payments made.

Contractor's final invoice and final narrative progress report must be received by ARC no later than fifteen days after the project completion date specified in the contract. ARC may, at its discretion, disallow all or part of a final invoice received after this deadline.

III. Invoices: ARC shall make payments to the Contractor as the work progresses but not more often than once a month. Invoices shall be submitted to ARC by the 1st day of each month to the above listed contact. Invoices shall include a description of work completed, and percentage of work completed, amount previously billed, a unique invoice number, the period of performance in which the work completed took place, and a valid payment address. ARC may, at its discretion, disallow all or part of a payment of an invoice received after this deadline or determined to be incomplete.

Invoices shall also include payments to approved subcontractors. It should be noted on the invoices if a subcontractor is a DBE/MBE/WBE.

IV. *For contracts involving funds from the U.S. Department of Transportation (consult the Director of Support Services) over \$10,000 with private for-profit professional services Contractors or for subgrant contracts over \$100,000 on an annualized basis with local governments, the following paragraph should be added to Attachment B:*

Participation by Minority Business Enterprise in Department of Transportation Programs

A. Policy. It is the policy of ARC and the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

- B. MBE Obligation. The Contractor (or Subgrantee) agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

EXHIBIT B-1  
CONTRACT BUDGET

Contractor Name and Address: Fusus, Inc.  
5550 Triangle Parkway  
Peachtree Corners, Georgia 30092

Contract Period: October 1, 2022, to September 30, 2025

Task/Expense Type	Amount	Cost Center
Task 1: <i>FususOne Software Management System</i>	\$ 250,000.00	910A02
Task 2: <i>FususONE Software Management System</i>	\$ 250,000.00	010A01
Task 3: <i>FususONE Software Management System</i>	\$ 250,000.00	110A05
<b>Total:</b>	\$ 750,000.00	

\*Note: The estimates listed above are preliminary and actual costs by Task may vary so long as the total contract value does not increase.



# Dekalb County Police Department - Atlanta Regional Commission Homeland Security & Recovery Division-UASI Program

**Dekalb County Police****Department**

1300 Commerce Drive  
Decatur, GA 30030  
United States

**Bernard Coxton**

Senior Manager, Homeland  
Security & Recovery Group  
bcoxon@atlantaregional.org  
404-734-4296

**Reference: 20220629-175750615**

Quote created: June 29, 2022  
Quote expires: September 30, 2022  
Quote created by: Chip Bohannon  
Public Safety Advisor  
btb@fusus.com  
404.578.0513

**Mirtha Ramos**

Chief of Police  
dkpdchief@dekalbcountyga.gov  
(770) 724-7440

**Comments from Chip Bohannon****Bill To:**

Atlanta Regional Commission  
Homeland Security & Recovery Division-UASI Program  
Attn: Bernard Coxton  
International Tower  
229 Peachtree Street NE Ste 100  
Atlanta, GA 30303

**Products & Services**

Item & Description	SKU	Quantity	Unit Price	Total
Enterprise Package FususONE Enterprise SaaS	FUSE-E-1- 1001	1	\$125,000.00 / year	\$125,000.00 / year for 3 years
Core Pro Appliance	CORE-P- 2001	45	\$600.00	\$0.00

				after 100% discount
Core Elite AI Appliance	CORE-AI-2001	5	\$5,000.00	\$0.00 after 100% discount
Core Elite AI Appliance	CORE-AI-2001	1	\$5,000.00	\$0.00 after 100% discount

## Subtotals

Annual subtotal				\$125,000.00
One-time subtotal				\$0.00 after \$57,000.00 discount
			<b>Total</b>	<b>\$125,000.00</b>

## Purchase Terms

Service Agreement from October 1, 2022 through September 30, 2025.

One (1) fūsusCORE Elite AI™ Appliance at **no cost, a \$5,000 value**, if this agreement is signed and returned to Fūsus before the close of business September 30, 2022

## Questions? Contact me



Chip Bohannon  
Public Safety Advisor  
btb@fusus.com  
404.578.0513

Fusus, Inc.  
5550 Triangle Parkway  
Peachtree Corners, Georgia 30092  
United States of America



September 22, 2022

Atlanta Regional Commission  
Homeland Security & Recovery Division-UASI Program  
Attn: Bernard Coxton  
International Tower  
229 Peachtree Street NE Ste 100  
Atlanta, GA 30303

ON BEHALF OF:  
DeKalb County Police Department  
Attn: Chief Mirtha Ramos  
1300 Commerce Drive  
Decatur, Georgia 30030

Subject: Service Agreement Proposal

Dear Chief Ramos,

Fusus is honored that the Dekalb County Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fusus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal will become effective October 1, 2022 and continue for Thirty-Six (36) months, ending September 30, 2025.

1. Initial Scope of Work: The following fusus Enterprise Package software and associated hardware will be delivered and installed as part of this agreement.
  - a. fususONE™: Initial setup, access and training of users to include up to 1,500 data points and 1,500 public/private video feeds
  - b. fususCORE™: Installation and setup of:
    - i. Forty-five (45) fususCORE Pro™ Appliances
    - ii. Five (5) fususCORE Elite AI™ Appliances
    - iii. One (1) fususCORE Elite AI™ Appliance at **no cost, a \$5,000 value**, if this agreement is signed and returned to Fusus before the close of business September 30, 2022
  - c. fususREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras

- d. fūsusVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 10TB of videos and still images captured via the fūsusONE™ platform
- e. fūsusOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
- f. fūsusTIPS™: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fūsusVault™
- g. fūsusNOTIFY™: Implementation of our SMS text service that provides text notifications to community members
- h. fūsusAlert™: Implementation of our iOS/Android application which provides panic alerting to fūsusONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fūsusONE™ platform
- i. fūsusANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
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- k. fūsusCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
- l. Remote Configuration of fūsus Core(s)
- m. Integration of all current and future video feeds
- n. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

## 2. Payment and Subscription Terms:

- |   |                  |
|---|------------------|
| a. <b>Payment 1:</b> Due Upon Contract Signing                    | <b>\$62,500</b>  |
| b. <b>Payment 2:</b> Due Upon Delivery of Hardware:               | <b>\$62,500</b>  |
| c. <b>Payment 3:</b> Due Upon 1st Anniversary of Contract Signing | <b>\$125,000</b> |
| d. <b>Payment 4:</b> Due Upon 2nd Anniversary of Contract Signing | <b>\$125,000</b> |

Note: Additional fūsusCORE™ appliances and camera streams may be purchased for the following per unit price schedule.

- |                        |                    |
|------------------------|--------------------|
| a. CORE Lite:          | \$200/each         |
| b. CORE Lite Extended: | \$300/each         |
| c. CORE Pro:           | \$600/each         |
| d. CORE Pro Extended:  | \$1,000/each       |
| e. CORE Elite:         | \$4,000/each       |
| f. CORE Elite AI:      | \$5,000/each       |
| g. Camera Stream:      | \$36/each per year |

## 3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- a. fūsusONE™ SaaS
- b. Unlimited video alerts, access, and video download
- c. fūsusCORE™ warranty and technical support for the life of the agreement
- d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System
- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
- c. Minimum network speed of .5 mb/s for live video sharing will be required for each CORE location.

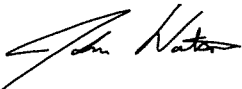
5. Terms and Conditions:

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service V08.30.2022 found at <https://www.fusus.com/fusus-terms-of-service>.

The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

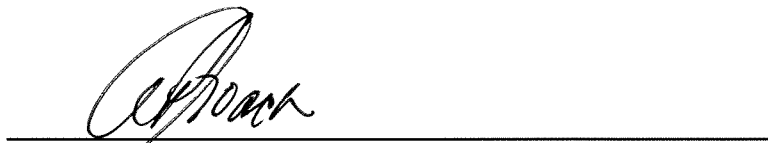
We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at [jdw@fusus.com](mailto:jdw@fusus.com).

Respectfully,



John Watson  
Vice President of Sales

Approved (Signature):



By (Print Name/Title):

Anna Koach, Executive Director Date 9/28/22



# Clayton County Police Department - Atlanta Regional Commission Homeland Security & Recovery Division-UASI Program

**Clayton County Police**

7911 North McDonough Street  
Jonesboro, GA 30236  
United States

**Bernard Coxton**

Senior Manager, Homeland  
Security & Recovery Group  
bcoxon@atlantaregional.org  
404-734-4296

**Reference: 20220629-181944946**

Quote created: June 29, 2022  
Quote expires: September 30, 2022  
Quote created by: Chip Bohannon  
Public Safety Advisor  
btb@fusus.com  
404.578.0513

**Kevin Roberts**

Chief of Police  
kevin.roberts@claytoncountyga.g  
ov  
770-477-3945

**Comments from Chip Bohannon****Bill To:**

Atlanta Regional Commission  
Homeland Security & Recovery Division-UASI Program  
Attn: Bernard Coxton  
International Tower  
229 Peachtree Street NE Ste 100  
Atlanta, GA 30303

**Products & Services**

Item & Description	SKU	Quantity	Unit Price	Total
Enterprise Package FususONE Enterprise SaaS	FUSE-E-1- 1001	1	\$125,000.00 / year	\$125,000.00 / year for 3 years
CORE Pro	CORE-P-	45	\$600.00	\$0.00

2001

after \$27,000.00

discount

CORE Elite AI	CORE-AI-2001	5	\$5,000.00	\$0.00
				after \$25,000.00 discount

Core Elite AI Appliance	CORE-AI-2001	1	\$5,000.00	\$0.00
				after \$5,000.00 discount

## Subtotals

Annual subtotal	\$125,000.00
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One-time subtotal	\$0.00
	after \$57,000.00 discount

<b>Total</b>	<b>\$125,000.00</b>
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## Purchase Terms

Service Agreement from October 1, 2022 through September 30, 2025.

One (1) fūsusCORE Elite AI™ Appliance at **no cost, a \$5,000 value**, if this agreement is signed and returned to Fūsus before the close of business September 30, 2022

## Questions? Contact me



Chip Bohannon  
Public Safety Advisor  
btb@fusus.com  
404.578.0513

Fusus, Inc.  
5550 Triangle Parkway  
Peachtree Corners, Georgia 30092  
United States of America



September 22, 2022

Atlanta Regional Commission  
Homeland Security & Recovery Division-UASI Program  
Attn: Bernard Coxton  
International Tower  
229 Peachtree Street NE Ste 100  
Atlanta, GA 30303

ON BEHALF OF:  
Clayton County Police Department  
Attn: Chief Kevin Roberts  
7911 North McDonough Street  
Jonesboro, Georgia 30236

Subject: Service Agreement Proposal

Dear Chief Roberts,

Fūsus is honored that the Clayton County Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fūsus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal will become effective October 1, 2022 and continue for Thirty-Six (36) months, ending September 30, 2025.

1. Initial Scope of Work: The following fūsus Enterprise Package software and associated hardware will be delivered and installed as part of this agreement.
  - a. fūsusONE™: Initial setup, access and training of users to include up to 1,500 data points and 1,500 public/private video feeds
  - b. fūsusCORE™: Installation and setup of:
    - i. Forty-five (45) fūsusCORE Pro™ Appliances
    - ii. Five (5) fūsusCORE Elite AI™ Appliances
    - iii. One (1) fūsusCORE Elite AI™ Appliance at **no cost, a \$5,000 value**, if this agreement is signed and returned to Fūsus before the close of business September 30, 2022
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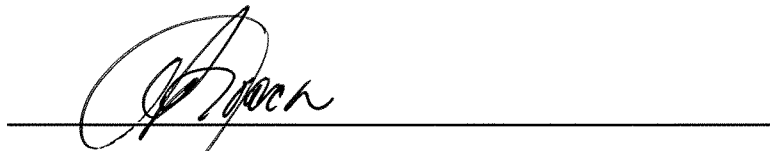
We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at [jdw@fusus.com](mailto:jdw@fusus.com).

Respectfully,



John Watson  
Vice President of Sales

Approved (Signature):



By (Print Name/Title):

Anna Roach, Executive Director Date 9/28/22