Contract Agreement

This Agreement for the Atlanta Regional Commission, ARC Contract UA2206, for the Information Technology is made and entered into by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" or "Owner" and Fūsus Software Management System hereinafter referred to as "Consultant."

Contract Documents

County and Consultant agrees that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Atlanta Regional Commission, ARC Contract UA2206. Scope of Services
- III. Compensation
- IV. Insurance Certificate
- V. Georgia Security Immigration Affidavit

This Agreement was approved by the Fulton County Board of Commissioners on April 24, 2023, BOC Item #23-0273.

Contract Term

The term of the agreement will be effective upon BOC approval.

Modifications

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

Indemnification

Consultant shall, to the fullest extent permit by law, indemnify the County and protect, indemnity and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

a) Bodily injury, sickness, disease, or death; or injury to or destruction of

tangible property including the loss of use resulting therefrom; or any other damage or loss or claims of the Consultant, sub-consultants/subcontractors, anyone directly or indirectly employed by any firm or subconsultant/subcontractors; or anyone for whose acts any of them may be liable in the performance of the Contract Services;

- b) Violation of any law, statue, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Consultant in the performance of Contract services; or
- c) Liens, claims or actions made by the Consultant or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Consultant, or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limitsof liability insurance requirements specified in this agreement.

<u>Insurance</u>

Consultant agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the Atlanta Regional Commission, ARC Contract UA2206. Consultant agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

<u>Notices</u>

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Consultant to:	Chief Information Officer Department of Information Technology 141 Pryor Street, Suite 6001 Atlanta, Georgia 30303 Attn: Kevin Kerrigan Email: <u>Kevin.Kerrigan@FultonCountyGa.gov</u>
With a copy to:	Chief Purchasing Agent Department of Purchasing & Contract Compliance 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 Attn: Felicia Strong-Whitaker Email: <u>Felicia.Strong-Whitaker@FultonCountyGa.gov</u>
And by the County to:	Fūsus, Inc. Chief Operating Officer 5550 Triangle Parkway Peachtree Corners, Georgia 30092 Attn: Anthony Baldoni Email: <u>acb@fusus.com</u>

The parties to this service agreement agree to the above referenced conditions:

OWNER:

FULTON COUNTY, GEORGIA

— DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman Fulton County Board of Commissioners

ATTEST:

—DocuSigned by: Tonya R. Griur

Tonya R. Grier DocuSigned by: Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

David Lowman

Office of the County Attorney

APPROVED AS TO CONTENT:

—DocuSigned by: Kevin Kerrigan

Kevin Kerrigan, CIO Department of Information Technology CONSULTANT:

FŪSUS, INC.

DocuSigned by:

Infliony Baldoni Anthony Baldoni

Chief Operating Officer

ATTEST:

Rachel Miller

Secretary/ Assistant Secretary

(Affix Corporate Seal)



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

2023-0273

4/19/2023



January 20, 2023

Matt Maierhofer Assistant Chief Information Officer Fulton County Government 141 Pryor Street S.W. Atlanta, GA 30303

Fūsus is honored to partner with Fulton County to support its community safety initiatives by providing a robust and flexible Real – Time Crime Center to provide situational awareness and mutual aid platform for improved information sharing across the Atlanta Metro Area law enforcement agencies.

This agreement supersedes the existing agreement between Fūsus and the Fulton County Sheriff's Office to provide access to all current and planned camera assets throughout Fulton County government buildings.

As the lead Fulton County, will be consolidating cameras, for the Fulton County, Fulton County Sheriff's Office, Fulton County Police Department, and Fulton County Information Technology Department into a combined operating platform representing over 3700 cameras. *This expansion project will increase the existing Software as a Service to \$350,000 per year. Fūsus is including a prorated pre-payment credits of \$75,000 from the original agreement. This will ensure that all Fulton County Fūsus Software as a Service Subscriptions are co-terminus and have March 1, 2023*

FūsusONE will provide the Fulton County with a Real Time Crime video, dispatch, and IoT fusion 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 allowing law enforcement officers a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach by deputies to collect recorded video and image files from camera owners both public and private.

Upon execution of this amended agreement, the original Enterprise Plan will be expanded to the Enterprise Plus Plan to include an additional fifty (50) Fūsus Core Elite Als, and three hundred and nine (309) FūsusCORE Pro Extended with 18 TB HDD.

1. Expansion Project: RTCC

Provide access to all then-current and planned video feeds into FūsusONE (up to 3723 feeds) for a period of five (5) Years

- a. Period of Subscription: **5 Years**
- Provision and installation of fifty (50) Fūsus Core Elite Als, and three hundred and nine (309)
 FūsusCORE Pro Extended
- c. Provide up to seven hundred forty-four (744) streams of video Artificial Intelligence throughout Fulton County
- d. Provide full project management, setup, and training for FūsusONE and FūsusOPS
- e. Provide necessary project management and implementation services for video feeds to be configured for FūsusONE application
- f. Maintain Fulton County Sheriff's Office Computer Aided Dispatch Integration
- g. Complete Fulton County Police Department's Computer Aided Dispatch Integration

- h. Provide a full solution warranty for the life of the agreement
- i. Provide Phone (Tier 2) and onsite (Tier 3) technical support
- j. Support for Mutual Aid with existing and future County and Local Agency Subscribers

2. Payment Terms:

- a. Installment Payment 1: Due within 30 Days of hardware delivery.
 \$625,000.00
 Installment Payment 1 equals \$700,000 less \$75,000 prorated credit for unused portion of existing subscription, assuming a 3/01/2023 execution date
- **b.** Installment Payment 2: Due upon 2nd anniversary, 3/01/2025, of contract signing \$350,000.00
- c. Installment Payment 3: Due upon 3rd anniversary, 3/01/2026, of contract signing \$350,000.00
- **d.** Installment Payment 4: Due upon 4th anniversary, 3/01/2027, of contract signing \$350,000.00
- 3. <u>Statement of Work</u>: The following capabilities will be delivered to the Fulton County as part of this amended agreement.

Fūsus will:

- a. FūsusONE: Setup and implement Fulton County Sheriff's Office, Fulton County Police Department, and Fulton County Information Department users, provide access to, and training on the FūsusONE enterprise data fusion and map-based situational awareness platform with up to 3,700 simultaneous video sources and unlimited Fūsus app (location/TIPS/CAD) data sources throughout the County
- **b. FūsusCORE**: Fūsus Network Engineers to provision and install FūsusCore appliances based upon mutually agreeable schedules, and on behalf of the Fulton County FūsusCORE(s) for live video sharing through FūsusONE
- c. FūsusREGISTRY: Fūsus will create a custom website portal for the Fulton County Sheriff's Office and Fulton County Police Department where empowered users can easily identify the location of privately-owned surveillance cameras along with the owner's contact information and share recorded video with Fulton County Sheriff's Office investigators to assist in investigations.
- **d. FūsusVAULT**: The Fulton County Sheriff's Office's and Fulton County Police Department FūsusONE subscription includes the investigator portal, FūsusVAULT, for secure request and receipt by investigators of FūsusREGISTRY user-owned videos, along with FūsusTIPS SMS text-based videos and photos, to assist with secure data collection in support of its investigations.
- e. FūsusOPS: The Fulton County Sheriff's Office will have the ability to deploy the FūsusOPS smartphone app for live video sharing from the field, viewing of video and to setup and transmit the location of teams for special events and critical incident management.
- f. FūsusALERT: iOS and Android app for alerting into FūsusONE
- g. Period of Subscription: 5 Years
- **h.** Standard Terms and Conditions of the Service are included <u>https://bit.ly/3rp6qez</u>
- 4. <u>Bill of Materials Included with the Service</u>: As part of the annual subscription price, each system will include the following: FūsusONE SaaS with unlimited video alerts, access, and video download. FūsusCore warranty and technical support for the life of the agreement.
 - **a.** Unlimited Users to FūsusONE from Fulton County Sheriff's Office, Fulton County Police Department, and Fulton County IT— Real-Time Crime Center in the Cloud (RTC3)
 - **b.** Unlimited Access to the FūsusONE Dashboard for Fulton County Sheriff's Office and Fulton County Police Department, and Fulton County IT designated users
 - c. Unlimited FūsusOPS user licenses
 - **d.** Setup of floor plans for locations provided by Fulton County Sheriff's Office , Fulton County Police Department, and Fulton County IT in FūsusONE

- e. Integration with the Fulton County's CAD System
- **f.** Installation and Technical Phone Support
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

5. <u>Fūsus Technical Requirements</u>:

- a. Camera live-sharing compatibility will be assessed for each location prior to CORE delivery
- **b.** The Fulton County Sheriff's Office and Fulton County Police Department will designate a primary point of contact for the deployment of FūsusONE.
- **c.** CORE deployed locations will be required to provide a minimum network speed of .5mb/s per viewed camera for live video sharing through the system.

6. <u>Camera and data retention assumptions provided by Fulton County Information Technology Department</u>

Assumptions based upon data provided by Fulton County Information Technology Department for the Fulton County Sheriff's Office and Fulton Police Department's for 3723 cameras:

- 1080p resolution, 30 days of recorded video retention on Core appliances, 30 fps for all cameras except for Jails and Annexes 20% of all cameras with AI analysis with 7 days of recording from AI Cores running at the centralized Fulton County Data Center
- Main Fulton County Jail 1080p resolution, 7 days of recorded video retention on Core appliances, 30 fps
- Alpharetta Annex, Marietta Annex, and South Union Annex 1080p, 7 days of recorded video retention on Core appliances, 30 fps – 20% of all cameras with Al analysis with 7 days of recording from Al Cores running at the centralized Fulton County Data Center
- On site Core locations around Fulton County 100% of the cameras connected to Core Pro Extended at the sites 1080p, 30 days of retention, and 30fps 20% of all cameras with AI analysis with 7 days of recording from AI Cores running at the centralized Fulton County Data Center.

We are privileged to work with you on this project. Should you have any questions, at any time, please feel free to call (404) 925 – 5532 or email me at acb@Fūsus.com.

Respectfully,

Anthony Baldoni

Anthony Baldoni, Chief Operating Officer

COMPENSATION



Fulton County SO - GA - Enterprise Plus Expansion

Fulton County SO - GA

141 PRYOR ST SW, STE 7001 Atlanta, GA 30303 United States Reference: 20230120-111703532 Quote created: January 20, 2023 Quote expires: April 20, 2023

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Enterprise Plus Package SaaS	FUSE-	5	\$350,000.00	\$1,750,000.00
SaaS Subscription to Include 4,500 Data Streams/Data Points, 30 TB of Cloud Storage	EP-1- 1001			for 5 years
Core Elite AI Appliance	CORE- Al- 2001	50	\$5,000.00	\$0.00 after \$250,000.00 discount
Core Pro Extended (18TB) Appliance	CORE- PX18- 2001	309	\$1,000.00	\$0.00 after \$309,000.00 discount

Total \$1,750,000.00

Purchase terms

Upon execution of this amended agreement, the original Enterprise Plan will be expanded to the Enterprise Plus Plan to include an additional fifty (50) Fusus Core Elite AIs, and three hundred nine (309) FususCORE Pro Extended with 18 TB HDD.

Installment Payment 1 - \$625,000 due within 30 days of hardware delivery

Installment Payment 1 equals \$700,000 less \$75,000 prorated credit for unused portion of existing subscription, assuming a 03/01/2023 excecution date.

Installment Payment 2 - \$350,000 due upon 2nd anniversary of contract signing Installment Payment 3 - \$350,000 due upon 3rd anniversary of contract signing Installment Payment 4 - \$350,000 due upon 4th anniversary of contract signing

Questions? Contact me



Justin Kenney jtk@fusus.com

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

INSURANCE CERTIFICATE



Georgia Security Immigration Affidavit

STATE OF GEORGIA

COUNTY OF Gwinnett

GEORGIA SECURITY AND IMMIGRATION 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 engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** <u>Fūsus, Inc</u> on behalf of <u>Fulton County Government</u> has registered with and is participating in a federal work authorization program^{*},² 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 to this contract with **Fulton County Government**, contractor will secure from such subcontractor(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 **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

19850

EEV/Basic Pilot Program* User Identification Number

anthony Baldoni

BYDAuthonized Officer of Agent (Insert Contractor Name)

COO

Title of Authorized Officer or Agent of Contractor

Anthony Baldoni

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this <u>19</u> day of <u>May</u>, 20<u>2023</u>

County. Themy	County:	Henry
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Commission Expires: 12 August 2023

¹O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program 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].

128FUSUSINC **ACORD**_{TM} **CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

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455	5 Jesse Jewell Parkway SW,	2			E-MAIL ADDRESS: Certifica	tesaa@mc		011 0	
	inesville, GA 30501				ADDRESS: Certifica				
	0 536-3311						FORDING COVERAGE		NAIC #
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INSU	URED Fusus Inc				INSURER B : Evansto	n Insurance C	ompany		35378
				INSURER C : Lloyds					
5550 Triangle Parkway INSURER D :									
	Suite 100								
	Peachtree Corners, G	A 3009	2		INSURER F :				
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIV OFFICER/MEMBER EXCLUDED?		A				E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$	
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В	Professional D&O			CMLFM3TTFB22	08/02/2022	08/02/2023	\$1,000,000		
С	Prof Cyber Liab.	X		ESL0139503053	08/02/2022	08/02/2023	\$5,000,000		
	Technological E&O	X		ESL0139503053			\$5,000,000		
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	Atlanta, GA 50505								

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DATE (MM/DD/YYYY)

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5/18/2023

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ACORD	ERTIF	ICATE OF LIA	BILITY	INS	URANC	E Acct#: 2954677		(MM/DD/YYYY) 18/2023
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF II REPRESENTATIVE OR PRODUCER,	TIVELY OR SURANCE AND THE CE	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEND TE A CON	OR ALT	ER THE CO BETWEEN T	JPON THE CERTIFICA VERAGE AFFORDED HE ISSUING INSUREF	TE HOI BY THE R(S), AU	DER. THIS POLICIES JTHORIZED
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PRODUCER			CONTACT NAME:	888-828	8-8365			
Lockton Companies, LLC 3657 Briarpark Dr., Suite 700			PHONE (A/C, No, Ext	t):		FAX (A/C, No)	:	
Houston, TX 77042			É-MAIL ADDRESS:	INSPERIT	YCERTS@LOCK1	ONAFFINITY.COM		
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PEACHTREE CORNERS, GA 30092-6515			INSURER D	:				
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FULTON COUNTY	Fulton County Legislation Details							
File #:	23-0273	Version: 1	Name:					
Туре:	CM Action Iter Responsible (Status:	Passed				
File created:	3/7/2023		In control:	Board of Commissioners				
On agenda:	4/19/2023		Final action:	4/19/2023				
Title:	Request approval to utilize cooperative purchasing, Information Technology, Atlanta Regional Commission, ARC Contract UA2206, Fusus Software Management System in an amount not to exceed \$625,000.00 with Fusus, Inc. (Peachtree Corners, GA) to provide a software management system for the Fulton County Police Department. Effective upon BOC approval. (APPROVED)							
Sponsors:								
Indexes:								
Code sections:								
Attachments:	1. Exhibit 1 - F	Fully Executed Fi	usus Agreement	UA2206 for Clayton and DeKalb Cour	ity			
Date	Ver. Action By	Y	Ac	tion	Result			
4/19/2023	1 Board o	f Commissioners	s ap	prove	Pass			