



FINANCIAL STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Jason Griffin, Chief of Police
DATE: Submitted on December 10, 2024, for the January 6, 2025, Regular City Council Meeting

Signed by:

Jason Griffin

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AGENDA ITEM: Approval of a Change Order #3 to the Goods and Services Purchase Contract between the City of Milton and Utility Associates, Inc. for In-Car, Body Worn, and Interview Room Cameras for Transfer of Historical Digital Data to New Provider

DEPARTMENT RECOMMENDATION

Staff recommends approval of this change order in order to effectuate a smooth transfer of data to the City's new vendor. If this contract is not approved, all historical data will remain with Utility Associates and unable to be transferred to the new provider, Axon.

BACKGROUND

Approval of Change Order #3 for Goods and Services Purchase Contract between the City of Milton and Utility Associates Inc. for In-Car, Body Worn, and Interview Room cameras. This change order is to extend the current contract to February 28, 2025, to allow for the transfer of historical digital data to the Axon system. Additional funds required to complete the transfer of files is \$7,500.00.

FINANCIAL IMPACT

Funding for this change order is available in the FY 2025 budget and will total \$12,696.00.

PROCUREMENT SUMMARY

Purchasing method used: Contract Addendum
Account Number: 100-3210-523850120
Requisition Total: Increase of \$7,500.00 for a total amount of \$12,696.00

REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director – December 10, 2024
Legal Review: Joshua Jones, Jarrard & Davis, LLP – December 10, 2024
Concurrent Review: Steven Krokoff, City Manager –

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Steven Krokoff

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ATTACHMENTS

Change Order # 3 - Goods and Services Purchase Contract with Exhibits

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov



CHANGE ORDER #3 FOR GOODS AND SERVICES PURCHASE CONTRACT
MILTON POLICE DEPARTMENT
In-Car and Body Worn Camera System

This Change Order #3 (the "Amendment") is effective on the 1st day of December, 2024 (the "Effective Date"), amending that certain GOODS AND SERVICES PURCHASE CONTRACT, dated March 4, 2019 (the "Agreement"), by and between the Parties to said Agreement, to wit: **UTILITY ASSOCIATES, INC.**, a Delaware corporation, (the "Contractor"), and the **CITY OF MILTON**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council (the "City"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on March 4, 2019, the Contractor and the City entered into the Agreement for the Contractor's provision of goods and services related to an in-car and body worn camera system; and

WHEREAS, the Agreement was amended via Change Order #1 dated August 3, 2020, to add additional Goods for three police interview rooms and increase the amount of compensation; and

WHEREAS, the Agreement was amended via Change Order #2 on April 30, 2024, to extend the term of the Agreement to September 30, 2024, and increase the amount of compensation; and

WHEREAS, pursuant to Section 5 of the Agreement, upon termination or expiration of the Agreement, Contractor shall retain all of the City's data for a period of 60 days, and shall make all software and hosting services available to the City for a period of 60 days, for the limited purposes of allowing the City to download its data ("60-Day Period");

WHEREAS, the 60-Day Period expires on November 29, 2024, and the City requires additional time to download and transfer its data; and

WHEREAS, pursuant to Section 6 of the Agreement, any modification to the Agreement requires a written change order executed by the City; and

WHEREAS, the Parties desire to further amend the Agreement to extend the term of the Agreement for an additional three (3) month period and establish a new purge provision to address the Contractor's permanent deletion of the City's data following the data transfer.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

1. **Recitals/Defined Terms**. The above-stated recitals are true and correct and are incorporated herein by this reference in their entirety. Capitalized terms which are not defined in this Amendment shall have the same meaning as defined in the Agreement.

2. **Term of Services.** Section 3(A) of the Agreement is modified as follows: All Services shall be provided for a three (3) month term, beginning on the Effective Date of this Amendment and ending on February 28, 2025.
3. **Compensation.** Section 4 of the Agreement is modified to increase the amount of compensation by an additional **\$12,696.00**, as more specifically described on Sales Quote # 134892 attached hereto as Exhibit "A" and incorporated herein by reference.
4. **Miscellaneous.** Section 9 of the Agreement is modified by adding the following new subsection "H," which shall read in its entirety:

H. Purge of City's Data. Upon completion of the City's data transfer from the Contractor's software and hosting services to the City's data storage facilities, the City shall issue Contractor a written validation verifying the data transfer was successfully and accurately transferred without any errors. The City shall also execute and provide to Contractor the Termination of Services and Associated Authorization Regarding Return of Milton Data attached hereto as Exhibit "B" and incorporated herein by reference.
5. **Construction; Effect of this Amendment.** This Amendment shall be deemed a part of and shall take precedence over and supersede any provisions to the contrary contained in the Agreement, as previously amended. Notwithstanding, except as expressly modified by this Amendment, all provisions of the Agreement, as previously amended, that are not in conflict with the terms herein shall remain in full force and effect.
6. **Counterparts; Facsimile Signatures.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Amendment, an executed facsimile or email counterpart copy of this Amendment shall be deemed an original for all purposes and binding upon the Parties hereto.
7. **Ratification.** The remaining terms and provisions of the Agreement are ratified and confirmed by the Parties and are incorporated into this Amendment by reference as if set forth fully herein. This Amendment, together with the Agreement, as previously amended, constitutes the entire understanding of the Parties with regard to the subject matter hereof and, as so amended, supersedes all prior or contemporaneous discussions, representations, promises, inducements, and understandings with respect to the subject matter hereof.
8. **Authority.** Each Party hereby represents and warrants that (a) it has authority to enter into this Third Amendment; and (b) the terms, covenants, and obligations contained herein are binding upon and enforceable against itself.

(signature page follows)

IN WITNESS WHEREOF, the Parties have read and understood the terms of this Amendment and do hereby agree to such terms effective as of the date set forth above.

CONTRACTOR:

UTILITY ASSOCIATES, INC.

Signature: _____

Print Name: Michael Nark

Its: President & CEO

ATTEST:

Signature: _____

Print Name: Dahlia Blake

[CORPORATE SEAL]

CITY:

CITY OF MILTON, GEORGIA

By: _____

Peyton Jamison, Mayor

[COUNTY SEAL]

ATTEST:

By: _____

Tammy Lowit, City Clerk

Approved as to form and legal sufficiency:
JARRARD & DAVIS, LLP

Signed by:



12/17/2024

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Joshua F. Jones, City Attorney

EXHIBIT "A"

Sales Quote # 134892



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Milton GA Police
Date	11/26/2024
Sales Quote#	134892
Expires	11/30/2024
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

Scott Mulvey
Milton GA Police
13690 HIGHWAY 9 N
Milton GA 30004
United States

Ship To

Scott Mulvey
Milton GA Police
13690 HIGHWAY 9 N
Milton GA 30004
United States

Item	Description	Quantity	Price Each	Amount
SER-M-5100	3rd Party Data Migration (time and material) - AWS Snowball	1	\$7,500.00	\$7,500.00
	For 25.63 TB			
POLARIS-PROF-S-1	POLARIS Professional Digital Evidence Management SaaS - The coverage period would be 12/1/2024 through 2/28/2025 (3 mos.)	3	\$130.00	\$390.00
SER-S-5100	3rd Party Data Storage for 25.63TB - The coverage period would be 12/1/2024 through 2/28/2025 (3 mos.)	3	\$1,602.00	\$4,806.00
			Subtotal	\$12,696.00
			Sales Tax (%)	\$0.00
			Total	\$12,696.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to clientsuccess@utility.com

EXHIBIT “B”

Termination of Services and Associated Authorization Regarding Return of Milton Data

TERMINATION OF SERVICES AND ASSOCIATED

AUTHORIZATION REGARDING RETURN OF MILTON DATA

Contract: GOODS AND SERVICES PURCHASE CONTRACT, dated March 4, 2019, by and between the Parties UTILITY ASSOCIATES, INC., a Delaware corporation, ("Utility") and the CITY OF MILTON, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council ("Milton")

Milton Data Description: Any and all data collected by the Milton through its use of Utility's in-car and body worn camera video devices during the term of the Contract that is securely stored and maintained through Utility's software and by Utility's cloud services.

Actions: Termination of the Contract, secure transfer of Milton Data, authorization for Milton Data purge and permanent deletion by Utility, and release.

Return of Data: As part of the termination, Utility will transfer the Milton Data, as defined in the Milton Data Description Section of this TERMINATION OF SERVICES AND ASSOCIATED AUTHORIZATION REGARDING RETURN OF DATA, via an AWS Snowball to Milton. Upon Milton's written confirmation of receipt of the Milton Data, which shall be provided to Utility no later than thirty (30) days after Utility's delivery of the AWS Snowball to Milton, Utility will cause the permanent deletion of the Milton Data. Milton Data shall be delivered to Chief of Police Jason Griffin, 13690 Hwy 9, Milton, Georgia 30004, jason.griffin@miltonga.gov ("Milton Contact").

Request for Leave Behind Solution: In addition to the terms of this TERMINATION OF SERVICES AND ASSOCIATED AUTHORIZATION REGARDING RETURN OF DATA, Utility and Milton agree the terms of the Request for Leave Behind Solution, attached hereto as Exhibit A, shall also apply.

Milton Contact to Provide Confirmation of Receipt: Confirmation of receipt of the Milton Data shall be provided to Utility in writing by Milton Contact. Milton Contact shall be solely and exclusively responsible for ensuring the Milton Data is received and secured prior to providing written confirmation to Utility.

Other Notes or Instructions: Milton acknowledges that there will be no refund and that the transfer and deletion of the Milton Data is being requested as a matter of convenience for Milton.

Release: Milton releases Utility from any and all actions, causes of action, claims, demands, damages, costs, loss of use, consequential expenses, claims arising out of any potential actions, including but not limited to punitive damages, and any other actual damages, whether known or unknown, which arise directly from actions requested and performed pursuant to this TERMINATION OF SERVICES AND ASSOCIATED AUTHORIZATION REGARDING RETURN OF DATA as described herein and all applicable Georgia law.

[SIGNATURES FOLLOW ON NEXT PAGE]

On behalf of Milton, I am authorized to provide this TERMINATION OF SERVICES AND ASSOCIATED AUTHORIZATION REGARDING RETURN OF DATA effective as of the date of Milton's execution.

CITY OF MILTON, GEORGIA


By: _____
Peyton Jamison, Mayor

[COUNTY SEAL]

ATTEST:

By: _____
Tammy Lowit, City Clerk

Approved as to form and legal sufficiency:
JARRARD & DAVIS, LLP

Signed by: _____

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Joshua F. Jones, City Attorney

On behalf of Utility Associates, Inc., I am authorized to accept this TERMINATION OF SERVICES AND ASSOCIATED AUTHORIZATION REGARDING RETURN OF DATA effective as of the date of Milton's execution:

UTILITY ASSOCIATES, INC.

Signature: _____


Print Name: Michael Nark

Its: President & CEO

ATTEST:

Signature: _____


Print Name: Dahlia Blake

[CORPORATE SEAL]

Exhibit A

Request for Leave Behind Solution

As part of the Contract between Utility Associates, Inc. ("UA"), and the CITY OF MILTON, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council ("Milton"), UA will provide a method by which video evidence and related data may be extracted from AVaiLWeb/POLARIS in the event of contract termination. Milton is entitled to the digital evidence captured during the Term of the Contract.

AWS Snowball Transfer Process:

Consists of physical data storage transfer of active video files & related metadata in AVaiLWeb/POLARIS, via Amazon Web Services ("AWS") Snowball device(s). Please note, Snowball devices are limited to a maximum of 80 TB per unit. This process provides faster transfer of data than over the Internet of BodyWorn and RocketIoT In-Car Video and related metadata in the form of a physical drive for data offloaded to an on-premises storage location of Milton's preference. The process of exporting the data to Snowball will take approximately ninety (90) days to complete once the request is made. Once Snowball is received by UA and Milton provides written confirmation of its receipt of the data, all data in Milton's AVaiLWeb/POLARIS will be purged and will not be recoverable.

UA requires that all Snowball device(s) be returned to AWS within ten (10) business days. A \$500 flat-rate fee along with a \$50/day charge will be applied per device not received within the ten (10) business day window. Failure to return the AWS Snowball, for any reason, after twenty (20) business days, will result in a replacement fee of \$12,500 per unit unrecovered, in addition to any past-due fees accrued.

The file structure provided in the AWS Snowball will offer searching capabilities in a .csv format. Files will also follow a logical sequence including Server ID, Client ID, Session ID, and Incident ID. Within the Incident ID, all associated case documents, be it BodyWorn or In-Car Video and/or metadata may be retrieved. Video and audio files are offered as references per track (source), in an .mp4 format.

Client Information:

Agency/ Business Name: Milton Police Department

E-mail: Jason.griffin@miltonga.gov

Signed by:

Authorized Signature: _____

Jason Griffin

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Name: Jason Griffin

Title: Chief of Police

Date: December 10, 2024