AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
January 28, 2025
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

1. Recognize Bradley Durden, Geospatial Systems Administrator, as the 2024 Annual Strongest Link in the Chain award recipient. *Brian Haynes, Director of GIS, and Gibb Cotton, Chief Technology Officer, will address.*

2. Recognize Commissioner Cynthia Ward for receiving the Certificate of Dedication from the Georgia Municipal Association.

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. Subject to the Citizen Comment Policy adopted on February 13, 2024 and posted for public view, all speakers shall be limited to three minutes which will be strictly followed and enforced. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

PUBLIC HEARINGS

Public Hearings are conducted to allow public comment on specific advertised issues such as rezoning, ordinances, policy development, operating budgets and other legislative actions to be considered by the City Commission.

CONSENT AGENDA

3. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on January 14, 2025.

4. Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting on January 17, 2025.

REGULAR AGENDA

The Regular Agenda includes items on which the Commission will individually consider and possibly take action.

5. Consider Independent Contractor Service Agreement with Griffin E. (Trey) Howell, III in the amount of $72,000.00 maximum per year for the City of Griffin Municipal Court Judge for a two year term. *Staff Attorney, Kelsey Carden, will address.*

6. Consider agreement with Samsara, Inc., current vendor, for additional vehicle gateway licenses in the amount of $857.32 for an initial term of 12 months for 3 vehicles in the Information Technology Department. *Chief Technology Officer, Gibb Cotton, will address.*

CITY MANAGER'S REPORT

The City Manager will update the Commission on pending items, upcoming workshops, meetings, conferences and other pertinent issues.

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

Commissioners will provide updates regarding issues of interest from their respective districts and/or committee reports.

ADJOURN

The City of Griffin is committed to providing equal access to all of its programs, services and activities regardless of race, color, religion, marital status, gender, gender identity, genetic information, sexual orientation, national origin, age, physical or mental disability, past or present membership in the Uniformed Services, applicants to the Uniformed Services, any protected concerted activity or any other legally protected status. Any individual who needs an accommodation because of a disability should contact ***Stephanie Woods at (770) 233-2923 or hr@cityofgriffin.com*** *as far in advance of a meeting as possible.*

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Recognize Bradley Durden, Geospatial Systems Administrator, as the 2024 Annual Strongest Link in the Chain award recipient. *Brian Haynes, Director of GIS, and Gibb Cotton, Chief Technology Officer, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The "Strongest Link in the Chain" Annual Award is given to a deserving employee who has demonstrated excellent performance and productivity, loyalty, professional pride, and other noteworthy accomplishments during the entire calendar year. The award recognizes that all City employees link together to form a chain that provides the residents of the City with excellent service. That service is only as strong as its weakest link in the chain. Therefore, all employees should strive to be a strongest link in the chain. Nominations are received from any City employee and are vetted by the Department Directors. The recognized employee receives two day off with pay, a gift certificate to a local restaurant, a Strongest Link plaque, and inclusion on an engraved plaque to be prominently displayed on the Wall of Excellence in the Management Services area of City Hall for all employees and visitors to see.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Stephanie Woods

Meeting Date:
28/01/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Bradley Durden annual 2024.pdf

Strongest Link in the Chain (Individual) Nominee Form

Nominee Name Bradley Durden Department ITC

Nominee Dept. Director signature required to move forward. Nominator to get this before submitting this form to Human Resources to be considered.

Nominee Department Director Approval for submission _____ Date 1-21-25

Your (Nominator) Name Brian Haynes, Gibb Cotton, et al. Department GIS/IT

Submission Date to HR 1/21/25

Is this monthly nomination? Yes No If yes, which month _____

Is this an annual nomination? Yes No If yes, which year 2025

Reason for the Nomination

Using the program criteria, explain in detail why the employee deserves to be recognized as the *Strongest Link in the Chain*. Use a separate sheet if necessary.

See Attached.

We would like to recommend Bradley Durden for the Annual Strongest Link Award. Bradley has been an outstanding employee, and his hard work and dedication have made a significant impact to the City. His contributions over the past twelve months have touched almost every department within the City:

- **Implemented an Inventory and Work Order System**: He designed, deployed, and trained 100's of city staff on the use of the VueWorks inventory, work order, and asset management system. This system improved workflow and efficiency across multiple departments and helped to streamline daily operations while also increasing accountability for employees.
- **Created a City-Wide App for Citizens**: Bradley developed a city-wide app that allows citizens and employees to submit requests for various services from all departments, pay their bill online, book a tee time, and report an outage. The city-wide app "talks" to VueWorks so that employees can seamlessly complete requests and communicate the status of that request to citizens and other employees. Additionally, the app can send instant notifications back to the citizens, communicating important information.
- **Developed a Pre-Incident Planning App for the Fire Department**: This app helps the fire department prepare for emergencies by providing vital information on structure design and layout within the City ahead of time, improving overall safety and helping the Fire Department maintain its ISO rating.
- **Built a Damage Assessment App for Emergencies**: This tool allows for fast and accurate damage assessments during emergency situations, making it easier for first responders and decision-makers to act quickly. A version of this app was originally used in the tornado of 2023 but saw major overhauls and enhancements prior to the recent hurricane and storms.
- **Created a Housing and Commercial Survey App**: This app supports both the Fire and Planning & Development departments by collecting important data on structure condition for housing and commercial properties, helping to guide future development efforts.
- **GIS Support:** Bradley is always willing to assist the GIS Department by helping us with the complex processing needed to maintain the integrity of each of our individual and master versions of the GIS databases. These databases play an integral role to the City and contain over 75 layers of the City's GIS data. In addition Bradley has helped to create several apps including a field mapping app we use to teach data collection to the Citizens Government Academy class.
- **Fiber Mapping:** Merge all map updates for the telecommunications department for the construction of feeder 4. Bradley worked with the design engineers to input all connectivity on 1000's of splices and enclosures.

Bradley, as a recent addition to the IT department, was able to quickly learn new systems including E-Mail and the SCADA systems, offering his insight and helping maintain these critical systems. While doing and learning all of this, he was able complete a master's degree in computer science from Kennesaw University.

If Bradley's technical expertise, ability to manage complex projects, dedication to improving our community, and unquestionable drive weren't enough, he does all of this while having a gentle and kind demeanor with a "can-do" attitude towards anything you ask of him. We strongly believe he deserves to be recognized as this year's strongest link.

Testimonials

"Bradley created an app the Planning and Development staff can use for the housing survey. This app allows us to rate each house, take pictures, and document any issues we see. It also marks the house as completed. This is important for two reasons 1. so, we do not duplicate our efforts and 2. helps to make sure we capture every house in the city. The app also covers the commercial properties so the Fire Department can use it for their city-wide safety assessment. Bradley spent many hours creating this app and has trained the survey team on how to use it effectively. He has truly gone above and beyond to make sure this app is not only efficient but is super easy to use. This app will help continue the City's effort to eliminate blight and abate nuisance properties."

– Michelle Haynes

"Bradley is a rockstar! Our team has certainly appreciated him throughout this process."

-Mariza Eller

"Mr. Durden's involvement regarding VueWorks was critical for the Water and Wastewater Department. Our vertical and horizontal assets are what keep this department 'pumping'. His willingness and determination to aid in implementing this in a way that suits our needs provided a smooth transition with little interruption to our workflow. His continued efforts are still vital as we evolve with this system helping us to become more effective and efficient."

-Robert Clark

"In the fire department we pre-plan every commercial occupancy for potential response. This allows us the ability to have a plan in place prior to response and also contact information to prevent damage we may cause forcing entry into a structure. This has always been done on paper and kept in notebooks on our units. In the last five years we have been digitizing the information but it is not ideal for use in the field and difficult to navigate. In the last couple of years our desire has been to have this information easily available for use in the fire vehicles. Thinking this would cost a great deal to implement, it was just a dream. This last year we reached out to Bradley Durden to see if he could help us and he has been amazing. He was able to use a program that GIS already utilizes that has a pre-incident planning module to make our dreams come true. He made it so easy for our personnel to use and the ability to get the information out is just as easy. He was able to listen to what we would like and he made it happen. All this while he was working on many other projects from a lot of other departments. He never said no to our requests. He is a huge asset to

the City. He is the behind the scenes guy that makes many of our work lives easier. In my opinion he is definitely a strong link in the chain."

-John Hamilton

"Bradley has helped the electric department tremendously with the implementation of VueWorks this year. He has been available after hours by cell phone, text message and email and has always been responsive in a timely manner and willing to help, even coming to the office during his off time when needed. Bradley goes above and beyond in making things better for the city and aiding all employees with technical training as it relates to implementation of the new work order system. I truly believe that he deserves to be recognized as the 2024 Strongest Link in the Chain."

-Jennifer Freeman

"Bradley was instrumental in developing and helping to implement the new Pre-Incident Plan system for the Fire Department. He was able to make the system extremely easy to navigate and operate, which will reduce the amount of time it will take to complete this yearly task.. Also, the work he has done with VueWorks has made the documentation portion for storms for EMA much easier. I already have other projects in mind that I will be approaching him about in the future."

-Andrew Meeks

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Recognize Commissioner Cynthia Ward for receiving the Certificate of Dedication from the Georgia Municipal Association.

SPECIAL CONSIDERATIONS OR CONCERNS:

Recipients of the Certificate of Dedication have completed at least 276 hours of training, including at least 108 hours from the required list, 18 hours of which must be from the Advanced Leadership track, and the Robert E. Knox, Jr. Municipal Leadership Institute. After obtaining the Certificate of Dedication, officials must complete nine hours of continuing education each year to maintain the certificate.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Jessica O'Connor

Meeting Date:
28/01/2025

Reviewed By:
Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on January 14, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
28/01/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
01-14-25 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, JANUARY 14, 2025

Mayor Doug Hollberg presided, convening the meeting at 6 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Holly Murray, Brad Wright, Truman Tinsley and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner Wright
Invocation ..... Commissioner Tinsley

Approval of Agenda

Motion/second to approve the Agenda by Commissioners Murray/Wright carried 7-0.

SPECIAL ORDERS OF BUSINESS

1. Appointment by Mayor Hollberg of Mayor Pro Tem (Vice Chairperson) for calendar year 2025.

   Mayor Hollberg appointed District 3 Commissioner, Holly Murray, Mayor Pro Tem for 2025. He thanked Commissioner Ward for her service during 2024.

PRESENTATIONS AND DELEGATIONS

2. Recognize April Meeks, Accountant II, as the December 2024 Strongest Link in the Chain award recipient. *Suzanne Partin, Accountant II (co-worker), will present.*

   Suzanne Partin addressed the Commissioners and stated she nominated Ms. Meeks because of her willingness to help wherever she is needed. She is the definition of a team player. She also performs many small acts of kindness for the employees in her department, and she always projects a positive attitude.

   Ms. Meeks stated her appreciation for the nomination and award. She introduced her family to the Commissioners and stated she loves working for the City.

3. Review financial reports for November 2024. *Finance Director, Deborah Manning-Gilbert will address.*

   Finance Director, Deborah Manning-Gilbert, addressed the Commissioners. Reviewing November 2024 financial statements, 41.7% into the fiscal year. Year-to-date, the general fund has recorded $10.8 million in operating revenue representing 42.7% of the budgeted amount. It recorded $15.6 million in operating expenses or 39.7% of the budgeted amount.
   Our enterprise funds recorded $50.6 million in operating revenue or 45.6% of the budgeted amount and $36.6 million in operating expenses or 35.5% of the budgeted amount.
   Water/wastewater recorded $13.6 million in operating revenue or 45.3% of the budget and $7.5 million in expenses or 27.8% of the budget.
   Electric recorded $30.4 million in operating revenue which is 46.4% of the budgeted amount and $23.4 million is operating expenses which is 39.4% of the budgeted amount.
   Solid Waste recorded $4.5 million in operating revenue or 42.1% of the budgeted amount and $3.7 million in operating expenses or 34.6% of the budgeted amount.
   Year to date LOST collected is $2,337,572 or 42.1% of the budgeted amount.
   Year to date TSPLOST collected is $1,918,108 or 51.4% of the budgeted amount.

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments

to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

Christopher Blocker, Land Bank Manager, introduced himself to the Commissioners stating he started with the City in October 2024, and today, he has been working as the Land Bank Manager for 90 days. He extended greetings, noting that tonight's meeting is his first time attending a Commission meeting. He stated his intent to support the mission of the City of Griffin, and he welcomes a meeting, phone call or chat with the Commissioners at any time.

Ray Harps Muhammed stated his demand that the City offer support and be more proactive for the development of black boys to prevent "school house to jail house."

PUBLIC HEARINGS

Public Hearings are conducted to allow public comment on specific advertised issues such as rezoning, ordinances, policy development, operating budgets and other legislative actions to be considered by the City Commission.

There were no public hearings.

CONSENT AGENDA

4. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on December 10, 2024.

5. Consider the minutes of the City of Griffin Board of Commissioners' Called Workshop Meeting on December 18, 2024.

6. Consider the purchase of one (1) year of software maintenance for the OpenGov Budgeting Software in the amount of $43,848.50 from SHI International, Georgia State Contract, to support the product for the City of Griffin. *Chief Technology Officer, Gibb Cotton, will address.*

7. Consider purchase of fifteen 3.84TB Solid State Hard Drives and associated software licensing to increase the storage capacity of Griffin's VxRails private cloud server system from SHI, Georgia State Contract, in the amount of $51,834.28 *Chief Technology Officer Gibb Cotton will address.*

8. Consider the purchase of 300 96-gallon carts and 200 65-gallon carts in the amount of $28,818.75 from Toter, single source. *Director of Solid Waste, Todd Ennis, will address.*

9. Consider acceptance of the terms and conditions required for Spalding County to receive funds from the 2024 Justice Assistance Grant funded by the Department of Justice and consider an Intergovernmental Agreement with Spalding County as it relates to the 2024 Justice Assistance Grant. *City Manager, Jessica W. O'Connor, will address.*

10. Consider a contract with Three Rivers Regional Commission for 5307/5311 regional transit services for FY25 in an amount not to exceed $35,000. *City Manager, Jessica O'Connor, will address.*

Motion/second to approve the Consent Agenda by Commissioners Murray/Wright carried 7-0.

REGULAR AGENDA

The Regular Agenda includes items that the Commission will individually consider and on which they will possibly take action.

11. Consider a Resolution making an appointment to the office of Judge of Municipal Court and approving compensation for said position.

Motion/second to approve a Resolution appointing Griffin "Trey" Howell, III to the office of Judge of Municipal Court and approving compensation for said position by Commissioners Murray/Hollberg carried 7-0.

12. Consider Resolution affirming the appointment of Associate Municipal Court Judge by Municipal Court Judge Griffin "Trey" Howell, III and approving the compensation for such position.

    Motion/second to approve a Resolution affirming the appointment of Associate Municipal Court Judge by Municipal Court Judge Griffin "Trey" Howell, III and approving the compensation for such position by Commissioners Tinsley/Murray carried 7-0.

13. Consider Resolutions making appointments to the office of Municipal Court Solicitor and Municipal Court Assistant Solicitor as well as approving compensation for said positions.

    Motion/second to approve Resolutions appointing Thomas J. Ison to the office of Municipal Court Solicitor and Nathan Greene to the office of Municipal Court Assistant Solicitor as well as approving compensation for said positions by Commissioners Tinsley/Wright carried 7-0.

14. Consider a resolution to appoint Staff Attorney, Kelsey H. Carden, Assistant Municipal Court Solicitor for Code Enforcement and Nuisance.

    Motion/second to approve a resolution appointing Staff Attorney, Kelsey H. Carden, Assistant Municipal Court Solicitor for Code Enforcement and Nuisance by Commissioners Murray/McCord carried 7-0.

15. Consider Resolution making appointment to the office of Municipal Court Clerk and approving compensation for said position.

    Motion/second to approve a Resolution appointing Melissa Brock to the office of Municipal Court Clerk and approving compensation for said position by Commissioners Murray/McCord carried 7-0.

16. Consider a Resolution making appointment to the office of City Attorney and approving compensation for said position.

    Motion/second to approve a Resolution appointing Andrew J. Whalen, III to the office of City Attorney and approving compensation for said position by Commissioners Tinsley/Murray failed by a vote of 3-4 with Commissioners Tinsley and Murray and Mayor Hollberg voting in favor of the Resolution and Commissioners Curtis, McCord, Ward and Wright voting against the Resolution.

17. Consider Resolution making appointment to the office of Municipal Registrar and approving compensation for said position.

    Motion/second to approve a Resolution appointing Susan Bartholomew to the office of Municipal Registrar and approving compensation for said position by Commissioners Murray/McCord carried 7-0.

18. Consider Resolution appointing Susan Bartholomew, Senior Executive Assistant to the City Manager, as Assistant Secretary to the Commission.

    Motion/second to approve a Resolution appointing Susan Bartholomew, Senior Executive Assistant to the City Manager, as Assistant Secretary to the Commission by Commissioners Murray/Ward carried 7-0.

19. Consider a Resolution, in accordance with the Georgia Election Code and State Election Board, to call for a Municipal Election for District 1, District 3, District 5 and District 6 for the City of Griffin Board of Commissioners on Tuesday, November 4, 2025 and to establish a qualifying fee in accordance with Georgia Elections Code and Rules of the State Election Board, Section 21-2-131 in the amount of $403.20. *City Manager, Jessica O'Connor, will address.*

    Motion/second to approve a Resolution in accordance with the Georgia Election Code and State Election Board, to call for a Municipal Election for District 1, District 3, District 5 and District 6 for the City of Griffin Board of Commissioners on Tuesday, November 4, 2025 and to establish a qualifying fee in accordance with Georgia Elections Code and Rules of the State

Election Board, Section 21-2-131 in the amount of $403.20 by Commissioners Murray/Ward carried 7-0.

20. Commissioners to appoint one Commissioner to the Archway Executive Committee for a one-year term to expire 12/31/25 to succeed Mayor Hollberg whose term expired 12/31/24.

    Commissioner Murray nominated Mayor Hollberg.
    Motion/second to close nominations by Commissioners Tinsley/Wright carried 7-0.
    Appointed: Mayor Doug Hollberg

21. Commissioners to appoint Mayor or designee to Griffin-Spalding Chamber of Commerce as an Ex-Officio voting member for an annual term to expire 12/31/25 to succeed Mayor Hollberg whose term expired 12/31/24.

    Appointed: Mayor Doug Hollberg

22. Commissioners to appoint two members to the Downtown Development Authority for four-year terms expiring 12/31/28 to succeed Bruce Ballard and John O'Neal whose terms expired 12/31/24.

    Commissioner Murray nominated Bruce Ballard.
    Motion/second to close nominations by Commissioners Ward/Murray carried 7-0.
    Appointed: Bruce Ballard

    Commissioner McCord nominated Donald Britt.
    Commissioner Murray nominated John O'Neal.
    Motion/second to close nominations by Commissioners Wright/Ward carried 7-0.
    Appointed: Donald Britt by a vote of 4, Commissioners Curtis, McCord, Ward and Wright.

23. Commissioners to appoint three members to the Griffin Environmental Council for three-year terms to succeed Carla Rapp, Alexander Hope and Kim Holbrook whose terms expired 12/31/24.

    Commissioner Murray nominated Claire Haulk, Kim Holbrook and Eva Morales.
    Motion/second to close nominations by Commissioners Murray/Wright carried 7-0.
    Appointed: Claire Haulk
    Kim Holbrook
    Eva Morales

24. Commissioners to appoint a Commissioner to the Griffin Environmental Council (GEC) for term set to expire 12/31/25.

    Commissioner Murray nominated Mayor Hollberg.
    Motion/second to close nominations by Commissioners Tinsley/Wright carried 7-0.
    Appointed: Mayor Doug Hollberg

25. Commissioners to appoint seven members (Mayor and six Districts) to the City Board of Ethics per Code of Griffin Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS.

    District 1: Melissa Ward
    District 2: Rosa Blackburn
    District 3: Janice Wallace
    District 4: Erica Fisher
    District 5: Jerry Spoon
    District 6: Carnell Carr
    At Large: Steve Crouch

26. Commissioners to appoint Commissioner to the Griffin Downtown Council for an annual term to expire 12/31/25 to succeed Mayor Doug Hollberg whose term expired 12/31/24.

    Mayor Hollberg nominated Commissioner Ward.
    Motion/second to close nominations by Commissioners Tinsley/Murray carried 7-0.
    Appointed: Commissioner Ward

27. Commissioners to appoint two members to the Griffin-Spalding County Development Authority, one for a three-year term set to expire 12/31/27 to succeed Terrell Jacobs whose term expired 12/31/24 and one to fulfill a two-year unexpired term set to expire 12/31/2026 created by the resignation of Harry Kierbow.

    Commissioner Tinsley nominated Curtis Platte.
    Commissioner McCord nominated Wanda Britt.
    Motion/second to close nominations by Commissioners Murray/McCord carried 7-0.
    Appointed: Wanda Britt by a vote of 4, Commissioners Curtis, McCord, Ward and Wright.

    Mayor Hollberg nominated Steve Crouch.
    Motion/second to close nominations by Commissioners Tinsley/Murray carried 7-0.
    Appointed: Steve Crouch

28. Commissioners to appoint Mayor or designee to the Griffin-Spalding Development Authority for an annual term to expire 12/31/25 to succeed Commissioner Rodney McCord whose term expired 12/31/24.

    Mayor Hollberg nominated Commissioner McCord.
    Appointed: Commissioner McCord

29. Commissioners to appoint one member to the Griffin-Spalding County Hospital Authority for a four-year term set to expire 12/31/28, to succeed Karl Broder whose term expired 12/31/24.

    Commissioner Tinsley nominated Karl Broder.
    Commissioner Wright nominated Veronica Wright.
    Motion/second to close nominations by Commissioner Murray/Tinsley carried 7-0.
    Appointed: Veronica Wright by a vote of 4, Commissioners Curtis, McCord, Ward and Wright.

30. Commissioners to appoint Ex-Officio, Non-Voting Commissioner to the Griffin-Spalding Hospital Authority for an annual term set to expire 12/31/25 to succeed Commissioner Rose Curtis whose term expired 12/31/24.

    Appointed: Commissioner Curtis

31. Commissioners to appoint one member to the Historic Preservation Commission for a three-year term set to expire 12/31/27 to succeed Charles Penny whose term expired 12/31/24.

    Commissioner Tinsley nominated Charles Penny.
    Motion/second to close nominations by Commissioners Murray/McCord carried 7-0.
    Appointed: Charles Penny

32. Appoint two members to the Griffin Housing Authority, one for a five-year Community Representative term set to expire 12/31/29 to succeed Jean Miller whose term expired 12/31/24 and one for a one-year term as Resident Appointee set to expire 12/31/25 to succeed Gloria Pine whose term expired 12/31/24.

    Commissioner Ward nominated Jean Miller.
    Motion/second to close nominations by Commissioners Tinsley/Murray carried 7-0.
    Appointed: Jean Miller

    Commissioner Murray nominated Gloria Pine.
    Motion/second to close nominations by Commissioners Ward/Tinsley carried 7-0.
    Appointed: Gloria Pine

33. Commissioners to appoint a Commissioner to the Griffin Housing Authority for an annual appointment as Ex-Officio Member for a term to expire 12/31/25 to succeed Commissioner Cynthia Ward whose term expired 12/31/24.

    Appointed: Commissioner Ward

34. Commissioners to appoint two members to the Griffin-Spalding County Land Bank Authority for a four-year term set to expire 12/31/28 to succeed Patty Beckham and Charles Gilbert whose terms expired 12/31/24.

    Commissioner Tinsley nominated Curtis Platte.
    Commissioner Ward nominated Pamela Sutton.
    Commissioner Murray nominated Patty Beckham.
    Motion/second to close nominations by Commissioners Tinsley/Murray carried 7-0.
    Appointed: Pamela Sutton by a vote of 4, Commissioners Curtis, McCord, Ward and Wright.

    Mayor Hollberg nominated Charles Gilbert.
    Commissioner McCord nominated Sharon King.
    Commissioner Ward nominated Patty Beckham.
    Motion/second to close nominations by Commissioners Murray/McCord carried 7-0.
    Appointed: Patty Beckham by a vote of 4, Commissioners Curtis, Murray, Ward and Wright.

35. Commissioners to appoint three members to the Griffin Main Street Advisory Board: one Business/Property owner (downtown area) for a three-year term to succeed Brian Miller whose term expired 12/31/24; one Architect/Contractor for a three-year term to succeed Kenneth Moore whose term expired 12/31/24; one Neighborhood/District Resident for a three-year term to succeed Dan Wulf whose term expired 12/31/24.

    Commissioner Tinsley nominated Brian Miller.
    Motion/second to close nominations by Commissioners Murray/Wright carried 7-0.
    Appointed: Brian Miller to a Business/Property Owner seat for a three-year term.

    Commissioner Tinsley nominated Kenneth Moore for the Architect/Contractor seat and Dan Wulf for the Neighborhood/District resident seat, both three-year terms.
    Motion/second to close nominations by Commissioner Murray/Wright carried 7-0.
    Appointed: Kenneth Moore to the Architect/Contractor seat.
    Dan Wulf to the Neighborhood/District Resident seat.

36. Commissioners to appoint Mayor or Designee to Main Street Program for an annual term set to expire 12/31/25 to succeed the term of Mayor Hollberg which expired 12/31/24.

    Appointed: Mayor Doug Hollberg

37. Appoint two members, Employee Participant and Retiree Participant, to the City's Pension Committee for one-year terms set to expire 12/31/25.

    Commissioner Murray nominated Susan Bartholomew as Employee Participant and Teresa Watson as Retiree Participant.
    Motion/second to close nominations by Commissioners Tinsley/McCord carried 7-0.
    Appointed: Susan Bartholomew, Employee Participant
    Teresa Watson, Retiree Participant

38. Commissioners to appoint members to Planning and Zoning Board for three district representatives: one for a three-year term to the District 3 seat to succeed Earle Shivers whose term expired 12/31/24 to be appointed by District 3 Commissioner, Holly Murray, one for a three-year term to the District 4 seat to succeed Abdul Hughes whose term expired 12/31/24 to be appointed by District 4 Commissioner, Brad Wright, and one for a three-year term to the District 6 seat to succeed Kathlyn Strozier whose term expired 12/31/24 to be appointed by District 6 Commissioner, Rodney McCord.

    District 3: Earle Shivers
    District 4: Jacob Wright
    District 6: Yoshunda Jones

39. Commissioners to appoint Consumer Family Service At-Large member to the Spalding County Collaborative Authority for a two-year term to succeed Eula Redding whose term expired 12/31/24.

Commissioner McCord nominated Eula Redding.
Motion/second to close nominations by Commissioners Ward/Murray carried 7-0.
Appointed: Eula Redding

40. Commissioners to appoint Commissioner liaison to Spalding County Collaborative for a one-year term set to expire 12/31/25 to succeed Commissioner Rose Curtis whose term expired 12/31/24.

    Appointed: Rose Curtis

41. Commissioners to appoint City Law Enforcement member to Spalding County Collaborative Authority for Families and Children for a one-year term set to expire 12/31/25 to succeed Captain Daniel Jett whose term expired 12/31/24.

    Motion/second to nominate Captain Daniel Jett by Commissioners Murray/Tinsley carried 7-0.
    Appointed: Captain Daniel Jett

42. Appoint two At-Large Members to the Griffin-Spalding Area Transportation Committee for annual terms set to expire 12/31/25 to succeed Jason Chance and Clive McCarthy whose terms expired 12/31/24, along with City Department Head appointee, Ex-Officio Fire appointee and Ex-Officio Police appointee for annual terms to expire 12/31/25.

    Commissioner Murray nominated Jason Chance and Chuck Copeland.
    Motion/second to close nominations by Commissioners Tinsley/Murray carried 7-0.
    Appointed: Jason Chance and Chuck Copeland

43. Commissioners to appoint two Commissioners to the Griffin-Spalding Area Transportation Committee for annual terms to expire 12/31/25 to succeed Commissioners Truman Tinsley and Commissioner Brad Wright whose terms expired 12/31/24.

    Appointed: Commissioner Tinsley and Commissioner Wright

44. Appoint Mayor (only) to annual position on Workforce Investment Council's Chief Elected Officials Organization (CEOO) for a term to expire 12/31/25 to succeed Mayor Hollberg whose term expired 12/31/24.

    Appointed: Mayor Hollberg

45. Consider the purchase of thirty-five (35) SurfacePro tablets, seventeen (17) iPads, twenty (20) backup battery supplies, and associated hardware accessories from SHI, lowest bid, in the amount of $111,513.56, and amend the budget accordingly. *Chief Technology Officer Gibb Cotton will address.*

    Motion/second to approve the purchase of thirty-five (35) SurfacePro tablets, seventeen (17) iPads, twenty (20) backup battery supplies, and associated hardware accessories from SHI, lowest bid, in the amount of $111,513.56, and amend the budget accordingly by Commissioners Ward/Murray carried 7-0.

46. Consider a Task Order Form with Hazen and Sawyer, under Master Services Agreement, for a Project Budget Increase for the Heads Creek Reservoir Dam Rehabilitation not to exceed the amount of $42,750.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

    Motion/second to approve a Task Order Form with Hazen and Sawyer, under Master Services Agreement, for a Project Budget Increase for the Heads Creek Reservoir Dam Rehabilitation not to exceed the amount of $42,750.00 by Commissioners Ward/Murray carried 7-0.

47. Consider a Consent Order for Cabin Creek Water Pollution Control Plant (WPCP) with the Georgia Environmental Protection Division in the amount of $500.00 for the Water and Wastewater Department. *Director of Water and Wastewater, Brandon Lewis, will address.*

    Motion/second to approve a Consent Order for Cabin Creek Water Pollution Control Plant (WPCP) with the Georgia Environmental Protection Division in the amount of $500.00 for the Water and Wastewater Department by Commissioners Murray/Wright carried 7-0.

48. Consider a contract with Crawford Grading & Pipeline, LLC, lowest bidder, in the amount of $52,336.00, for the beautification and landscaping of the southbound on ramp between HWY 16 ramp and US 19/41, and amend the budget accordingly. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a contract with Crawford Grading & Pipeline, LLC, lowest bidder, in the amount of $52,336.00, for the beautification and landscaping of the southbound on ramp between HWY 16 ramp and US 19/41, and amend the budget accordingly by Commissioners Ward/Murray carried 7-0.

49. Consider a resolution amending the contract of City Manager, Jessica Whatley O'Connor. *City Manager, Jessica O'Connor, will address.*

    Motion/second to approve a resolution amending the contract of City Manager, Jessica Whatley O'Connor by Commissioners Ward/McCord carried 7-0.

CITY MANAGER'S REPORT

The City Manager will update the Commission on pending items, upcoming workshops, meetings, conferences and other pertinent issues.

1. Ms. O'Connor thanked the Commissioners for the amendment to her contract and stated she is looking forward to another year.
2. Ms. O'Connor congratulated April Meeks on her Strongest Link Award.
3. The Customer Payment Portal is going live, and the City App is live. Please use both.
4. Ms. O'Connor reminded the Commissioners of her email last week regarding the Golf Course revenue. In comparison to the years around 2015, revenue is up significantly as are rounds played.
5. There is a Stormwater project starting in the area of North Avenue and West Avenue.
6. The Commissioners' Goals Workshop will be Tuesday, January 28 at the UGA Gardens. Ms. O'Connor asked the Commissioners to bring their top priorities for the 2025. We will begin at 9 a.m.
7. Griffin was named a Plan First community again in 2024. The City has received an invitation to the Capitol on January 27, 2025 for a presentation. The City can have a total of five representatives at this event. Ms. O'Connor and Ms. Haynes will be attending, and three commissioners can attend as well. Ms. Murray stated she would like to attend.
8. Ms. O'Connor introduced Isabella Patterson, a senior at Spalding High School, who will be job shadowing her on Wednesday, January 15.

CITY ATTORNEY COMMENTS

No comment.

COMMISSIONER REPORTS

Commissioners will provide updates regarding issues of interest from their respective districts and/or committee reports.

Ward: No comment.

Curtis: Commissioner Curtis wished all a Happy New Year and thanked Mr. Muhammed for attending and bringing attention to the concern for the City's youth.

Murray: Commissioner Murray thanked all for the opportunity to serve for another year. She congratulated the Board and Authority appointees, and she complimented the City's departments for the preparedness for the winter weather last week.

Wright: No comment.

Tinsley: Commissioner Tinsley congratulated Ms. Meeks on her Strongest Link Award. He recognized Public Works's and other departments' work in preparation and during the winter weather.

McCord: No comment.

Hollberg: Mayor Hollberg wished all a Happy New Year.

ADJOURN

Motion/second at 6:51 p.m. to adjourn the meeting by Commissioners Tinsley/Wright carried 7-0.

_____ _____

Douglas S. Hollberg, Mayor Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting on January 17, 2025.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
28/01/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
01-17-25 Minutes Called Meeting.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
CALLED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
FRIDAY, JANUARY 17, 2025

Mayor Doug Hollberg presided, convening the meeting at 9:02 a.m. Commissioners attending included Cynthia Ward, Rose Curtis, Holly Murray, Brad Wright, Truman Tinsley and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Call to order by Mayor Hollberg

Approval of Agenda

Motion/second to approve the Agenda by Commissioners Tinsley/Murray carried 7-0.

REGULAR AGENDA

The Regular Agenda includes items that the Commission will individually consider and on which they will possibly take action.

1. Discuss the resolution to appoint the City Attorney.

   Ms. O'Connor introduced Jim Elliott, a renowned legal municipal scholar. After the meeting on Tuesday, she reached out to GMA to aid in determining the status of the city attorney. Mr. Elliott has reviewed the information from the meeting on Tuesday, the minutes from the appointment in 2024, Mr. Whalen's contract, the City's charter and the resolution. Ms. O'Connor asked Mr. Elliott to communicate, on behalf of the City, the current situation and what it means.

   Mr. Elliott addressed the Board, and stated he was asked to examine the motion and vote on the resolution to appoint the city attorney that transpired at the meeting on January 14, 2025. Based on his analysis, Mr. Elliott stated he was unsure why the appointment was on the Agenda as Mr. Whalen has a contract. According to the City Charter, Sec. 3.5, the commission has the right to hire a city attorney as well as terminate the city attorney. The charter also provides for the appointment to be terminated based on an affirmative vote of four members of the Commission. Mr. Elliott stated, in his opinion, the negative votes on Tuesday were not affirmative votes. Commissioner Ward asked for clarification. Mr. Elliott continued, stating that based on the language of the charter, the motion would have to be to remove the appointee, and then there would have to be four votes in favor of the motion. Commissioner Ward asked how to rectify the situation, and Mr. Elliott said the Commissioners would need to make that motion and take another vote. Commissioner McCord stated his desire to enter closed session to discuss the appointment of an employee.

   Motion/second to enter executive session at 9:08 a.m. by Commissioners McCord/Wright carried 7-0.

   Motion/second to re-enter open meeting at 9:49 a.m. by Commissioners Tinsley/Murray carried 7-0.

   Motion/second to approve the Resolution appointing Andrew J. Whalen, III to the office of City Attorney by Commissioners Tinsley/Murray carried 5-2. Mayor Hollberg and Commissioners McCord, Murray, Tinsley and Ward voted in favor of the motion. Commissioners Curtis and Wright voted against the motion.

ADJOURN

Motion/second at 9:50 a.m. to adjourn the meeting by Commissioners McCord/Murray carried 7-0.

_____ _____

Douglas S. Hollberg, Mayor Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Independent Contractor Service Agreement with Griffin E. (Trey) Howell, III in the amount of $72,000.00 maximum per year for the City of Griffin Municipal Court Judge for a two year term. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

O.C.G.A. 36-32-2, Appointment of Judges of Municipal Court, was amended last year, and the changes became effective on July 1, 2024. This amendment provided for a minimum two year term for municipal judge appointments. However, we can enter into a contract that provides for a longer term or reference the term in our Charter. Changes were also made to O.C.G.A. 36-32-2.1 (Removal of Municipal Judges) which sets forth the procedure for removing judges and limits the causes for this removal, which include willful misconduct and, among others, material breach of agreement.

The City's Charter does not specify a term, and absent a contract, this could be interpreted as providing an indefinite term whereby removal/reappointment would only occur if the Judge voluntarily vacated this office or if the City went through the arduous procedure set out in O.C.G.A.. 36-32-2.1. Although the Board reappointed Judge Howell for the next two years, as a matter of best practice, Staff is recommending the Commission improve a contract for the office of Municipal Court Judge.

This Agreement would establish the minimum term set by State Law (two years). It also clarifies the Judge's position as an independent contractor, his compensation, and his scope of services.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

$500 per session for up to 11 sessions per month, plus an additional $500 per month for any and all pre-trial/first appearance proceedings. All required training and costs for associated travel shall also be reimbursed by the City in accordance with the travel reimbursement policies and applicable law.

Submitted By:
Kelsey Carden

Meeting Date:
28/01/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Howell Contract.pdf

INDEPENDENT CONTRACTOR SERVICE AGREEMENT FOR CITY OF GRIFFIN MUNICIPAL COURT JUDGE

This Agreement by and between the **City of Griffin**, a municipal corporation (hereinafter, "City"), and **Griffin E. (Trey) Howell, III** (hereinafter, "Municipal Court Judge" or "Judge") is as follows:

WHEREAS, the City of Griffin Board of Commissioners appointed Griffin E. (Trey) Howell, III to serve as Judge of the City of Griffin Municipal Court (hereinafter, "Court") on January 14, 2025;

WHEREAS, Judge has accepted the appointment and acknowledges that he will serve as Judge through an Independent Contractor Service Agreement, not as a City employee;

WHEREAS, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties herby agree as follows:

1. **Term of Appointment.**

   Judge Howell accepts the appointment of Judge of Municipal Court of the City, in accordance with Section 3.5 of the Charter of the City of Griffin and Resolution 25-003, adopted January 14, 2025, for a two (2) year term commencing on January 1, 2025 and terminating January 12, 2027, unless earlier terminated as described below.

   Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. Judge must also be a citizen of the United States of American and the State of Georgia. Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements imposed by local, state or federal law, as applicable. Judge shall immediately report to the City Manager any change affecting his membership in good standing in the Georgia Bar Association, as well as any training deficiencies.

2. **Independent Contractor Status.**

   This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and Judge. Neither Party is an agent of the other Party for any purpose. Judge shall provide Services as an independent contractor only and shall not be entitled to, and shall not receive from the City in relation to the Services, any workers' compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave, disability or similar benefit normally provided by the City to its employees, except as expressly provided under the Benefits section below.

   Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner.

   Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and

Judge is free to perform services for any other customer.

At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

3. **Scope of Services.**

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 the terms of any applicable Judicial Emergency Order. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings or arrange for a Judge Pro Tempore to do so.

Judge shall at all times faithfully, and to the best of his 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, City ordinance and Charter.

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

The Court Clerk, appointed by the City Commission, is an employee of the City, as are all court staff other than the Judge. These employees are subject to the City rules and regulations, but they are subject to Judge's direction when performing court duties. Their salaries, benefits, hours of work, and working conditions shall be established by the City.

Judge understands that court staff adhere to the same applicable personnel policies and standards as other City employees. Judge acknowledges that the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers. Judge will coordinate with the Court Clerk administrative activities concerning City procedures, policies, and budget, and confer with the City Manager as necessary, in an effort to retain and insure consistency and common practices through the City.

4. **Judicial Independent and Administration.**

Judge and all Judges Pro Tempore are independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a 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, in coordination with the Court Clerk and City Attorney, or their designee, the Judge shall approve 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. Judge shall also coordinate with the Court Clerk to review and approve quarterly reports and other communications of the Georgia Department of community Supervision Misdemeanor Probation Oversight program and take action as Judge deems appropriate. Judge shall notify the City Manager of additional resources necessary to ensure compliance with applicable laws and rules.

5. **Compensation.**

The Judge's compensation for Services shall be at a rate of $500.00 per session, up to eleven (11) sessions per month. Judge shall also receive $500 per month for services related to any and all pre-trial/first appearance proceedings. Payment shall be made in monthly installments following receipt of an invoice submitted to the Court Clerk.

All required training and costs for associated travel shall be reimbursed by the City in accordance with the city's travel reimbursement policies and applicable law. Failure to provide receipts or documentation in accordance with that policy may void reimbursement.

6. **Benefits.**

Judge is not eligible for any benefits offered by the City to employees.

7. **Contract Administration.**

This Agreement shall be administered by the City Manager and/or designee on behalf of the City, and by Judge Howell on behalf of the Municipal Court Judge. Any written notices to be serve don either Party in relation to this Agreement must be served or mailed to the following addresses, with a copy by email:

If to CITY OF GRIFFIN:

Jessica W. O'Connor
City Manager
100 S. Hill St.
P.O. Box T
Griffin, GA 30224
joconnor@cityofgriffin.com

If to JUDGE HOWELL:

Griffin E. (Trey) Howell
Municipal Judge
127 E. Solomon St.
Griffin, GA 30224
newhow@bellsouth.net

8. **Termination of Agreement.**

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

a) By the Judge, with a minimum of sixty (60) days written notice, unless otherwise mutually agreed by the Parties; or

b) By the City only as provided in O.C.G.A. § 36-32-2.1

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 Agreement shall be governed by the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in the appropriate court within Spalding County, State of Georgia.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the dates set forth below:

CITY OF GRIFFIN, GEORGIA

By: _____
Douglas S. Hollberg

Title: Mayor

Date: _____

Attest: _____
Jessica O'Connor, Secretary

(SEAL)

Approved as to Form:

Andrew J. Whalen, III (WEP)
Andrew J. Whalen, III, City Attorney

GRIFFIN E. (TREY) HOWELL, III

By: Griffin E Howell III

Date: 1/24/25

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider agreement with Samsara, Inc., current vendor, for additional vehicle gateway licenses in the amount of $857.32 for an initial term of 12 months for 3 vehicles in the Information Technology Department. *Chief Technology Officer, Gibb Cotton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Samsara, Inc. is a vehicle tracking system that is utilized city wide. This system provides city staff with valuable information on items such as knowing the exact location of all fleet and equipment at any time, vehicle histories, as well as providing valuable maintenance information to fleet services such as MPG, Engine Fault Codes in real time, Engine Hours for precise service scheduling, Engine Idle Times, Harsh Breaking Events, etc.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The cost of the 3 additional units is $857.32 for the first year and $805.32 beginning in year 2.

Submitted By:
Gibb Cotton

Meeting Date:
28/01/2025

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
2025 Samsara - Amendment Adding Licenses.pdf

samsara

Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1690276

Issued 01-08-2025

Expires 01-31-2025

Prepared For:
City of Griffin
100 S Hill St
Griffin, Georgia
30223-3402

Prepared By:
Tim Causby
tim.causby@samsara.com

Purchase pursuant to Samsara Terms of Service, agreed to and executed by both parties in August 2021, and renewed for a three year term in August 2024, attached hereto.

Quote Summary

	Subtotal
Hardware and Accessories	USD $0.00
Licenses License Term – 31 Months	

Shipping and Handling	USD $52.00
Upfront Hardware Sales Tax	USD $0.00
Annual License Sales Tax	USD $0.00
First Year Payment	USD $857.32
Payments Beginning Year Two	USD $805.32

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee
charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

samsara

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Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

SHIP TO City of Griffin
245 Emlet Dr
Griffin, Georgia, 30223-1958
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA	3	$0.00	$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	3	$0.00	$0.00
		Hardware Due	USD$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	3	$268.44	$805.32
		Annual License Due	USD $805.32

CITY OF GRIFFIN

_____
Douglas S. Hollberg, Mayor

Attest:

_____
Jessica W. O'Connor, Secretary

Approved as to Form:

_____
Andrew J. Whalen, III, City Attorney

Date: _____

Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license

term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each “Ship To” delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form (“Licensed Scope”). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your “Enterprise” license to a “Premier” license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara’s standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara’s standard terms of

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1 De Haro Street
San Francisco, CA 94107
www.samsara.com

service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

samsara

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Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Billing Details:

Bill to:

City of Griffin

100 S Hill St
Griffin, Georgia, 30223-3402

Billing Contact:

Name: Mariza Eller

Title:

Billing Email: meller@cityofgriffin.com

Phone Number:

Payment Information:

Payment Method: ACH

Payment Terms: Net 30

Payment Frequency: Direct Annual

If a Purchase Order (PO) is required for invoicing, please check this box:

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature _____

Print Name: _____

Date: _____

samsara

Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1348798

Issued 08-01-2024

Expires 08-10-2027

Prepared For:
City of Griffin
100 S Hill St
Griffin, Georgia
30223-3402

Prepared By:
Sarah Paradis
sarah.paradis@samsara.com

Purchase pursuant to Samsara Terms of Service, agreed to and executed by both parties in August 2021 and attached hereto.

Quote Summary

	Subtotal
Hardware and Accessories	USD $0.00
Licenses License Term – 36 Months	
Shipping and Handling Tax	
Shipping and Handling	USD $0.00
Upfront Hardware Sales Tax	USD $0.00
Annual License Sales Tax	USD $0.00
First Year Payment	USD $103,609.32
Payments Beginning Year Two	USD $103,609.32

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee
charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

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San Francisco, CA 94107
www.samsara.com

SHIP TO

Hardware and Accessories	Quantity	Net Unit Price	Total Price
		Hardware Due	USD0

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	328	$268.44	$88,048.32
License for Asset Gateways LIC-AG2-ENT	48	$252.00	$12,096.00
License for Dual-Facing Camera LIC-CM2-ENT	5	$693.00	$3,465.00
		Annual License Due	USD $103,609.32

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Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

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License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

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Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/terms-of-service, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

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Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

CITY OF GRIFFIN

Douglas S. Hollberg, Mayor

Attest:

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

Date: August 13th, 2024

Welcome to Samsara. Please read these Terms of Service (the "**Terms**") carefully because they govern your use of our products and services. The Customer, together with Samsara, are referred to as the "**Parties**".

1. Definitions.

1.1 "**Account**" means the accounts Customer creates, via the Hosted Software, to access Customer Data.

1.2 "**Affiliates**" means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 "**Apps**" means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

1.4 "**Authorized User**" means Customer's employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

1.5 "**Customer**" or "**you**" means the company or legal entity for which you are accepting these Terms, and Affiliates of that company or entity.

1.6 "**Customer Data**" means data captured by Customer's use of the Hardware, data submitted by Customer or by a third party on Customer's behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.7 "**Documentation**" means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.8 "**Firmware**" means software embedded in or otherwise running on the Hardware.

1.9 "**Hardware**" means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer has purchased, received for a free trial, or has otherwise acquired via an Order Form.

1.10 "**Hosted Software**" means Samsara's web-based software platform, including the interface accessed online at cloud.samsara.com.

1.11 "**License Expiration Date**" means the later of (i) the license termination date specified in the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you ("**Initial Term**"), and (ii) if applicable to such contract the end of the then-active Renewal Term (as defined below).

1.12 "**Malicious Code**" means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.13 "**Order Form**" means the quote executed by the Customer describing the purchase of Samsara Products and licenses issued by Samsara.

1.14 "**Pre-Launch Offerings**" means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.

1.15 "**Products**" means the Hardware and Services.

1.16 "**Professional Services**" means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.17 "**Refund**" means an amount refunded to the Customer pursuant to these Terms equal to (i) pre-paid fees for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.18 "**Samsara Software**" means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with these Terms, and Support Services.

1.19 "**Samsara Software Systems**" means the Samsara Software and any networks, systems, products, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.20 "**Services**" means the Samsara Software and Professional Services.

1.21 "**Support Services**" means the customer support services described at www.samsara.com/support, and Documentation, but excluding any Professional Services.

2. Agreement to Terms. By clicking a box indicating your acceptance of these Terms, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is our Customer, you agree to these Terms on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. References to "you" and "your" in these Terms refer to that company or other legal entity, our Customer. You may not use the Products if you are our direct competitor, as determined in our sole discretion, except with our prior written consent.

3. Changes to Terms or Services. Samsara may modify the Terms at any time, however any amendments must be in writing and agreed by both parties. If Samsara does so, Samsara will inform you by posting the modified Terms to the Services or our website or through other communications with you, our Customer. It's important that you review the Terms whenever Samsara modifies them because if you continue to use the Products after Samsara has posted or otherwise informed you of the modified Terms, you are indicating to Samsara that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not continue to use the Products.

4. License. Subject to the terms and conditions specified in these Terms or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software in accordance with the Documentation, until the License Expiration Date for the applicable Order Form or the earlier termination of such Order Form or these Terms. The Support Services and the Hosted Software SLA at https://www.samsara.com/hosted-software-sla are

included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software.

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any individual element within the Samsara Software, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software to store or transmit Malicious Code; (xi) use the Samsara Software to store or transmit infringing, libelous, defamatory, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any equipment into which Hardware is installed. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any equipment into which Hardware is installed. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the equipment into which Hardware is installed can lead to damage of such equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please visit https://www.samsara.com/support/hardware-warranty.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting the Products or Services you have ordered from Samsara in accordance with these Terms prior to the applicable License Expiration Date without replacing them with an updated version or newer model, you may request a Refund. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to assume all risk, and waive and release Samsara from any claims, liabilities, damages, and losses, arising

from or related to, directly or indirectly, the Pre-Launch Offerings; and (ii) Customer agrees to, without limitation as to amount, defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms

7.3 Feedback. Customer agrees to provide all feedback reasonably requested by Samsara regarding the Products and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "**Feedback**") provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, however designated or incurred under these Terms, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Services. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Samsara Software (i) in order to provide the Samsara Software to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Samsara Software. Such use shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If these Terms terminate or expire and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with these Terms and (ii) no Customer Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights. TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 Reserved.

11. Confidentiality.

11.1 Confidential Information. "**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing thereof, Samsara Software Systems, or Samsara customers or partners; and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, address book or CRM data, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any agents of receiving Party in performing under these Terms under reasonable confidentiality obligations); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, provided that the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under these Terms. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Customer owns the Hardware on which the Firmware is recorded, but Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Wifi Data Usage. The Enterprise Vehicle Gateway License (LIC-VG-ENT) includes up to 500 MB per month of WiFi data. No other Vehicle Gateway license includes WiFi data, unless identified otherwise in the applicable Order Form together with the magnitude of data included. Connectivity between the Vehicle Gateway and Samsara Services does not count towards the monthly WiFi data provision. Samsara reserves the right to limit access to personal entertainment streaming services. Data usage above the monthly threshold may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of HOS Logs. Customer may track data usage from the Gateways page within the Settings section of the Samsara dashboard.

14. Links to and Integrations with Third Party Products or Services. The Products may contain links to and/or integrate with third party websites, resources, products and/or services. SAMSARA PROVIDES THESE LINKS AND INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE. Samsara is not responsible for the content, functionality, or availability of such third party products and/or services. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third party websites, resources, products and/or services and any links or integrations made available thereto.

15. Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, press releases, customer lists, and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent.

16. Term. The term of these Terms begins upon the date on which you accept these Terms, by clicking a box indicating your acceptance, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, and shall continue until (i) the License Expiration Date for the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest. The continuation of this Agreement on an annual basis after the Effective Date is contingent upon the appropriation of sufficient funds. If sufficient funds fail to be appropriated to provide for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the subsequent fiscal year for which funds have not been appropriated. Samsara shall be entitled to payment for deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination, and reasonable Agreement close-out costs.

16.1 Renewal. Unless you notify Samsara in writing of your intent to cancel the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you at least thirty (30) days prior to the License Expiration Date, Samsara may renew your license term, effective on the License Expiration Date, for additional one-year periods (or, in Samsara's discretion, shorter periods to align license expiration dates across multiple active orders) (each such period a "Renewal Term") at any time up to ninety (90) days after the License Expiration Date. Subject to Samsara's renewal rights set forth in the foregoing sentence, you and Samsara may mutually agree to enter into a new Order

Form to renew your license term upon the License Expiration Date, which new Order Form may include additional or different Products or license terms to the extent mutually agreed. If Samsara renews your license term as described in the first sentence of this paragraph, license pricing for each Renewal Term will not exceed the license price for the immediately preceding license period on a prorated basis (i.e., the Initial Term or immediately preceding Renewal Term, as applicable) plus 5% per year from the original purchase date, and your payment method and terms will remain the same as indicated on the applicable Order Form (e.g., monthly if you were allowed monthly payments, or yearly if you were allowed annual payments or upfront payment). Please email renewals@samsara.com for any questions regarding automatic renewal.

16.2 Termination. Samsara may terminate these Terms, any Order Form, and your access to and use of the Samsara Software at its sole discretion, at any time upon notice to you. However, if Samsara so terminates at its convenience and not as otherwise set forth in these Terms or the applicable Order Form or due to your breach thereof, then Samsara will provide you with a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.3 Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty Disclaimers. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Samsara makes no warranty that the Services will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. For more information about the Samsara Hardware warranty, please visit https://www.samsara.com/support/hardware-warranty.

18. Limitation of Liability.

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.2 Cap. EXCEPT AS TO ANY BREACH OF SECTION 10.2 AS SET FORTH HEREIN, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS ($100).

18.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Reserved.

20. Governing Law. These Terms and any action related thereto will be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to these Terms or Customer use of the Products will be the state and federal courts closest to Spalding County, Georgia, United States, and both Parties consent to the jurisdiction of such courts with respect to any such actions.

21. General Terms.

21.1 Miscellaneous. These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Products, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Products. If there is a conflict between the terms of an Order Form and these Terms, then the terms of the Order Form controls over these Terms. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent, except in the case of a merger, acquisition, or sale of all or substantially all assets of your company. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Samsara may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their successors and permitted assigns. Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

21.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email abuse@samsara.com.

21.3 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

21.4 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

21.5 Reserved.

21.6 Contact Information. If you have any questions about these Terms or the Products, please contact Samsara at info@samsara.com or by mail at 1990 Alameda St., 5th Floor, San Francisco, CA 94103.

City of Griffin

By: D S Hollberg

Name: Douglas S. Hollberg
Title: Honorable Mayor

By:

Attestation by: Secretary Jessica W. O'Connor
Date: ~~July __, 2021~~ August 3, 2021

Approved as to form:

By: Andrew J. Whalen, III

Name: Andrew J. Whalen, III

Title: City Attorney

Date: July 8, 2021

Samsara, Inc.

By: A. Eltoukhy

Name: Adam Eltoukhy

Title: General Counsel

Date: 06/18/21