

AGENDA
REGULAR SCHEDULED MEETING OF
THE GOVERNING AUTHORITY
OF WALKER COUNTY, GEORGIA

Walker County Courthouse Annex III, 201 S Main Street
LaFayette, Georgia 30728

Date: Thursday March 14, 2019

Time: Immediately following the Public Hearing beginning at 6:00 PM

Call to Order: Commissioner Whitfield will call the meeting to order

Open of the Regular Meeting

Minutes: Approval of the minutes from two Public Hearings and Regular Scheduled Commissioner's Meeting that was held on February 28, 2019

New Business:

- I. Proclamation for Down Syndrome Day in Walker County
- II. Proclamation for Intellectual Developmental Disabilities Awareness Month
- III. Proclamation for Social Work Month
- IV. Ordinance O-01-19 adds Chapter 12 to the County Code of Ordinances regulating Building and Building construction.
- V. Ordinance O-02-19 amends language in Chapter 46 regulating Construction of Roads for County Maintenance to bring current standards in line with surrounding counties.
- VI. Walker County Stormwater Facility Maintenance Agreement with Idle Rock LLC
- VII. Memorandum of Understanding with Primary Healthcare Centers for Transit Services
- VIII. Purchase request of new Computer Software for Magistrate Court

- IX. System Acceptance Certificate with Motorola Solutions
- X. Walker County Departmental Statistics – February 2019

Open Discussion: The business on the Agenda being completed, Commissioner Whitfield will open the floor for general discussion. In response to requests from citizens, speakers are asked to limit their comments to 5 minutes and keep them on topics related to county business.

The next scheduled Commissioner’s Meeting will be held on Thursday March 28, 2019 at 6:00 PM.

Walker County Governmental Authority
Office of the Commissioner
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437

Minutes of the Scheduled Public Hearing

February 28, 2019

I. Call to order

Commissioner Whitfield called to order the Public Hearing held at Walker County Courthouse Annex III, 201 S Main Street, LaFayette, Georgia at 6:00 PM on February 28, 2019.

II. Attendees

The following persons were present: Commissioner Shannon Whitfield, Economic and Community Development Director Robert Wardlaw, Legal & Policy Director Matt Williamson, Public Relations Director Joe Legge, Chief Financial Officer Greg McConnell, Planning and Codes Director David Brown, Planning Commission Chairman Phillip Cantrell, County Clerk Rebecca Wooden. Other guests signed in at the meeting as well, please see the attached sign in sheet.

III. Invocation: Given by Commissioner Shannon Whitfield

IV. Pledge: United States Flag

V. Pledge: Georgia Flag

VI. Open of Public Hearing:

- I.* Commissioner Whitfield discussed the request from Bryan Johnson requesting a Conditional Use Variance for property located at 0 N. Hwy 341 at S. Burnt Mill Road Flintstone Georgia 30725, Tax map 0-069-049. Commissioner Whitfield asked if there was anyone in attendance that was in favor of this request and Bryan Johnson was in attendance and came forward to speak. He

explained that this request came before the Planning Commission on February 21, 2019; he provided photos tonight and at the Planning Commission meeting. Mr. Johnson explained that he grew up in Walker County, loves camping and wanted a place so that the young people could see what camping is about, where adventure meets comfort. The rates on Air BNB are his guide to nightly rentals which peak rental would be \$130.00 nightly and less peak times would be \$99.00 per night. Each unit would be on one acre of property. Planning and Zoning Chairman Phillip Cantrell explained that Mr. Johnson came to the Planning Commission meeting and presented the same as here tonight. Everyone was onboard for this but the problem is the zoning. Walker County Legal and Policy Director Matthew Williamson provided information eventually Hotel/Motel tax on small short term rental may affect this request.

VII. Adjournment: The first Public Hearing was adjourned at 6:12 PM

VIII. Public Comment

{Audio Recording of Public Hearing and comments are on file in Commissioner's Office – 18-02-28}

IX. Commissioner Comments

{Audio Recording of Commissioner's Hearing comments are on file in Commissioner's Office – 18-02-28}

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

Walker County Governmental Authority
Office of the Commissioner
101 South Duke Street, P.O. Box 445
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Minutes of the Scheduled Public Hearing

February 28, 2019

I. Call to order

Commissioner Whitfield called to order the Public Hearing held at Walker County Courthouse Annex III, 201 S Main Street, LaFayette, Georgia at 6:12 PM on February 28, 2019.

II. Attendees

The following persons were present: Commissioner Shannon Whitfield, Economic and Community Development Director Robert Wardlaw, Legal & Policy Director Matt Williamson, Public Relations Director Joe Legge, Chief Financial Officer Greg McConnell, Planning and Codes Director David Brown, Planning Commission Chairman Phillip Cantrell, County Clerk Rebecca Wooden. Other guests signed in at the meeting as well, please see the attached sign in sheet.

III. Open of Public Hearing:

- I. Commissioner Whitfield asked Legal and Policy Director Matthew Williamson to provide information on Ordinance 0-01-19 which includes and adjusts the Public Nuisance Ordinance of 2004. It would also add Chapter 12 to the County Code of Ordinances regulating Building and Building Construction. Mr. Williamson explained that the 2030 Vision group has heard from residents in North Walker County regarding public health and safety concerns. Clean and Lean Ordinance deals with blighted property. The Public Nuisance Ordinance of 2004 could change, for example trash in garbage containers or trash sitting around property. Commissioner Whitfield included

that citizens could have two junk vehicles in the past and this needs modifications made. This information is still a work in progress but are there any comments/questions? Mr. McCall added around his location in Flintstone, citizens could start out with 3 junk vehicles & this has been going on for 20 plus years. Citizens can't sell their property because no one wants to purchase because of junk cars and garbage. We need these ordinances changes and the Valley needs to be cleaned up. Vicky, a citizen from the North end of Walker County wanted to show support of moving forward. Another citizen added there is confusion of residential and agriculture with old equipment. Citizens don't have to junk up a farm for it to be a farm! Gary Williams, a citizen of Walker County explained that not everyone can afford a new vehicle. He has a 2008 Nissan Quest that he uses as a parts car and he should be able to have it on his property. Economic Development Director, Robert Wardlaw explained that this is all in process of reflecting community's best interest and the team wants to be able to listen to the citizens. Citizen, Gary Williams asked how parts cars, old tractors and other parts should be stored. Commissioner Whitfield explained, Code enforcement will discuss and work with citizens, a warning will be issued and the citizen will be given 30 days to come into compliance. If Codes Department returns and effort has been made, if needed they will give the citizen an extension but if the citizen isn't willing to work and make the changes a citation will be given. Mr. Williamson stated that property belonging to older citizens can't always keep in compliance. Mr. Wardlaw added that there are things in the making that will help this situation. Commissioner Whitfield stated that in the past Community partners and volunteers will match and are willing to help clean up. Last year Covenant College had incoming freshman that cleaned and helped 50 plus homes.

- II. Ordinance O-02-19, Legal and Policy Director explained that our County roads system is not constructed to most current road systems. They are running into problems with new developments in the county with daily traffic on the old systems is causing major issues with some of the roads. Public Works Director, Carlen Bowers explained that many of these roads are in neighborhoods and when developed were fine but with the amount of traffic and

daily travel are now needing attention. If we take over these roads that is a cost to the county but this change is for newer developments going forward, the roads will be built for traffic and will be in better condition. Commissioner Whitfield added that new roads should last 25 years, currently after 10 years we are seeing potholes and deterioration. If the original road conditions in the past had been better we wouldn't have these problems when we take over these roads. We don't want this burden to come back onto the Citizens and taxpayers.

IV. Adjournment: The Public Hearing was adjourned at 6:42 PM

VIII. Public Comment

{Audio Recording of Public Hearing and comments are on file in Commissioner's Office – 18-02-28}

IX. Commissioner Comments

{Audio Recording of Commissioner's Hearing comments are on file in Commissioner's Office – 18-02-28}

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden



Sign In Sheet

Public Hearing

February 28, 2019

6:00 PM

Name

Address

Telephone

RJ White
Scott McNeill

Mary Bruce

Doc Jackson

Tom McCallister 41 Valley View Dr Fleishman Ca

Lori Alan Walker BOE transport

Phillip Canino

Jeff Martin

Vickie & Ricky Hatfield 423.504.4443

Brian Johnson

David Brewer

NATHAN GIBSEN

PAINE GUY

LAUSD/FIL

706.375.8910



**Walker County Governmental Authority
Office of the Commissioner
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437**

**Minutes of the Regular Scheduled Commissioner's
Meeting**
February 28, 2018

I. Call to order

Commissioner Whitfield called to order the Regular Scheduled Meeting of the Walker County Government. This meeting was held at Walker County Courthouse Annex III, 201 S Main Street, LaFayette, Georgia at 6:42 PM on February 28, 2019

II. Attendees

The following persons were present: Commissioner Shannon Whitfield, Planning and Codes Director David Brown, Economic and Community Development Director Robert Wardlaw, Legal and Policy Director Matt Williamson, Public Relations Director Joe Legge, Chief Financial Officer Greg McConnell, Chairman of Planning and Zoning Committee Board Phillip Cantrell, County Clerk Rebecca Wooden. Other guests signed in at the meeting as well, please see the attached sign in sheet.

III. Open of the Regular Scheduled Meeting

- I.** Commissioner Whitfield asked Legal and Policy Director, Matt Williamson to read the Proclamation designating March 2019 as "Multiple Myeloma Awareness Month". Sheriff Wilson spoke of his diagnosis of Multiple Myeloma and thanked Commissioner Whitfield.
- II.** Commissioner Whitfield tabled a request from Bryan Johnson requesting a Conditional Use Variance for property located at 0 N.

Hwy 341 at S. Burnt Mill Road Flintstone Georgia 30725, Tax map 0-069-049

- III. Commissioner Whitfield introduced Mrs. Gretchen Neal to explain the Criminal Justice Coordinating Council Supplemental Subgrant Award, Accountability Court Grant, Subgrant Number J19-8-032. Mrs. Neal stated this program began October 5, 2017 with 30 participants. It is accountability for non-violent, addiction felons that work jobs 0 – 40 hours per week, support their children and are drug tested and meet before judge on a weekly basis. This program works in phases, has case managers and help with this program. If the participants don't fulfill their requirements they risk going back to their original sentence.
- IV. Magistrate Judge Shelia Thompson requested to speak regarding software that is needed for their system. The old program is going thru updates and as of 9-1-2019 there will be no support for the system. She has called other counties and the best referred is CJT. Currently the Sheriff's office and probate use it. It is highly recommended and they handle all issues promptly. The charge for the old system is \$1750 per computer per year and upfront of \$10,500.00 and the charge of the new system is a onetime charge of \$15,000.00, and \$250.00 monthly maintenance fee that covers all of the computers using that system in that department, training data conversion and would be in her office for two weeks completing this installation and training. She is basically here to express the need of this system. Commissioner Whitfield stated that this is a significant hit to the budget. In the effort of transparency Commissioner Whitfield wanted this brought publically to discuss.

III. Adjournment

Commissioner Whitfield adjourned the meeting at 7:06 PM

IV. Public Comment

{Audio Recording of Commissioner's Meeting comments is on file in the Commissioner's Office – 19-02-28}

V. Commissioner Comments

{Audio Recording of Commissioner's Meeting comments is on file in the Commissioner's Office – 19-02-28}

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

Sign In Sheet

Regular Scheduled Commissioner's Meeting

February 28, 2019

6:00 PM

Name

Address

Telephone

[Signature]
Scott McNabb

Mary Bruce

Doc Jackson

Jon McCollie H Valley View Henderson 703 672 1

Loei Alan Walker DOE transportat.

Steve Wilson WCSO

Jeff Martin

Vick

Carlen Brown WCRD

[Signature] Broom

Bryan Johnson

Paul Galt LANDFILL 706 375 8910



BY THE SOLE COMMISSIONER OF WALKER COUNTY, GEORGIA

**A PROCLAMATION
DOWN SYNDROME DAY**

- WHEREAS:** March 21st has been selected to signify the uniqueness of the triplication of the 21st chromosome which results in an individual having Down syndrome; and
- WHEREAS:** Each year, one in every 691 children are born with Down syndrome in the United States, representing approximately 6,000 births nationwide and 90 to 100 births in Georgia; and
- WHEREAS:** While research and early intervention have resulted in dramatic improvements in the length and quality of life of those affected, more investigation is needed into the causes and treatment of Down syndrome; and
- WHEREAS:** People with Down syndrome possess a wide range of abilities and are active participants in educational, occupational, social and recreational circles in our community; and
- WHEREAS:** On Down Syndrome Day, many groups and individuals will work to educate the public about Down syndrome and promote the potential and contributions of those with the condition.
- THEREFORE:** I, Shannon K. Whitfield, Sole Commissioner of Walker County, Georgia, do hereby designate March 21, 2019 as DOWN SYNDROME DAY in Walker County. Residents are encouraged to wear brightly colored socks and share pictures of those socks on social media with the hashtag #LotsOfSocks joining a global effort to get the world talking about Down syndrome.

Signed and sealed this 14th day of March in the year 2019.

Shannon K. Whitfield, Sole Commissioner
Walker County, Georgia

ATTEST:

Rebecca Wooden
Walker County Clerk



BY THE SOLE COMMISSIONER OF WALKER COUNTY, GEORGIA

A PROCLAMATION

**INTELLECTUAL DEVELOPMENTAL DISABILITIES AWARENESS
MONTH**

WHEREAS: Intellectual developmental disability is a condition affecting an estimated 4.6 million American children, adults and their families; and

WHEREAS: The most effective weapons for alleviation of the serious problems associated with intellectual developmental disabilities are public knowledge and understanding; and

WHEREAS: The potential for citizens with intellectual developmental disabilities to function more independently and productively must be fostered; and

WHEREAS: Lookout Mountain Community Services improves the quality of life for the citizens of Walker, Dade, Chattooga and Catoosa counties by providing services to persons with intellectual developmental disabilities and their families; and

WHEREAS: The citizens of Walker County are urged to give their full support to efforts enabling people with intellectual developmental disabilities to live productive lives and achieve their potential.

THEREFORE: I, Shannon K. Whitfield, Sole Commissioner of Walker County, Georgia, do hereby proclaim March 2019 as Intellectual Developmental Disabilities Awareness Month in Walker County.

Signed and sealed this 14th day of March in the year 2019.

Shannon K. Whitfield, Sole Commissioner
Walker County, Georgia

ATTEST:

Rebecca Wooden
Walker County Clerk



BY THE SOLE COMMISSIONER OF WALKER COUNTY, GEORGIA

**A PROCLAMATION
SOCIAL WORK MONTH**

- WHEREAS:** The social work profession is dedicated to helping meet the basic needs of all people, especially those who are vulnerable, oppressed or living in poverty; and
- WHEREAS:** “Elevate Social Work,” this year’s Social Work Month theme, embodies the need to recognize the extraordinary contributions of the profession to our society; and
- WHEREAS:** The social work profession is expected to grow faster than average over the next seven years, with more than 682,000 people expected to be employed as social workers by 2026; and
- WHEREAS:** Social work is deeply woven into our society with social workers active in government, schools and universities, social service agencies, communities, corporations, the military and in health care and mental health care settings; and
- WHEREAS:** For more than a century, the social work profession has been on the cutting edge of helping create changes to make our society a better place to live, including voting rights, improved workplace safety, a minimum wage and social safety net programs that address poverty and hunger.
- THEREFORE:** I, Shannon K. Whitfield, Sole Commissioner of Walker County, Georgia, do hereby designate March as Social Work Month in Walker County and encourage all residents to recognize the numerous contributions made by social workers in our community.

Signed and sealed this 14th day of March in the year 2019.

Shannon K. Whitfield, Sole Commissioner
Walker County, Georgia

ATTEST:

Rebecca Wooden
Walker County Clerk

ORDINANCE O-01-2019

**AN ORDINANCE OF THE WALKER COUNTY SOLE COMMISSIONER CREATING
CHAPTER 12 ON BUILDING AND BUILDING CONSTRUCTION; ADDRESSING BLIGHTED
PROPERTIES IN THE UNINCORPORATED AREA OF THE COUNTY AND FOR OTHER
PURPOSES**

WHEREAS, there is strong interest in addressing real property that is unfit for human habitation, is unfit for its current commercial, industrial or business use and is not in compliance with applicable codes; is vacant and being used in connection with the commission of criminal activity; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions; and

WHEREAS, there is strong interest in addressing real property with conditions including defects increasing the hazards of fire, accidents, or other calamities, lack of adequate ventilation, light, or sanitary facilities, dilapidation, disrepair, structural defects, and uncleanness; and

NOW THEREFORE BE IT HEREBY ORDAINED, that Part II of the Walker County Code of Ordinances is amended to add Chapter 12 Building and Building Construction as follows:

Chapter 12

BUILDING AND BUILDING CONSTRUCTION

Article I. In General

Secs. 12-1 -- 12-50. Reserved

Article II. Blighted and Derelict Property

- Sec. 12-51. Short title.
- Sec. 12-52. Definitions.
- Sec. 12-53. Duty of owners of property and construction thereon.
- Sec. 12-54. Declaration of public nuisance.
- Sec. 12-55. Powers of the public officer.
- Sec. 12-56. Complaint in rem in magistrate court; procedure; lien; approval.
- Sec. 12-57. Service of complaints on owners and parties in interest.
- Sec. 12-58. Limitation of liability for code enforcement; no special duty created.
- Sec. 12-59. General cleanliness of premises.
- Sec. 12-60. Disorderly house.
- Sec. 12-61. Violations; enforcement penalties.
- Sec. 12-62. - 12-100. Reserved.

Sec. 12-51. Short title.

This article is known as the "Blighted and Derelict Property Ordinance."

Sec. 12-52. Definitions.

As used in this article, these terms have the following meanings:

Blighted or derelict means any construction, as defined in this section, or property within the county which (i) is constructed or maintained in violation of applicable codes; (ii) is unfit for human habitation or commercial, industrial, or business use or occupancy due to inadequate provisions for ventilation, light, air, sanitation, or open spaces; (iii) poses an imminent harm to life or other property due to fire, flood, hurricane, tornado, earthquake, storm or other natural catastrophe; (iv) is vacant and used in the commission of drug crimes; (v) is occupied and used repeatedly for the commission of illegal activities, including facilitating organized crime or criminal enterprises, after written notice to the owner of such activities conducted therein; (vi) is abandoned; (vii) has graffiti on any exterior wall or facade visible from other private or public property; (viii) has wooden boards, plywood, other wood based material, or any other non-transparent material covering any window or door; (ix) has visible exterior deterioration, including, but not limited to, faded, chipped, or peeling paint, broken, loose or missing siding material, broken, cracked, or otherwise compromised doors, windows, or other openings; or (x) otherwise constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions.

County means the unincorporated area of Walker County, Georgia.

County's codes means the standard codes adopted by Walker County under Part II, Chapter 1 of this Code, including but not limited to housing, fire or life safety code, and minimum standard building codes.

Closing means causing a construction, as defined below, to be vacated and secured against unauthorized entry.

Construction means any building, dwelling, or other structure, or part thereof, used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. As used in this article, the term "construction" does not mean or include any building or structure located on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

Drug crime means an act which is a violation of O.C.G.A. Title 16, Chapter 13, Article 2, known as the "Georgia Controlled Substances Act."

Graffiti means any inscriptions, words, figures, paintings, or other defacements that are written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by means of any aerosol paint container, broad-tipped marker, gum label, paint stick, graffiti stick, etching equipment, brush, or other device capable of scarring or leaving a visible mark on any surface without prior authorization from the owner or occupant of the property.

Governing authority means the Sole Commissioner or Board of Commissioners of Walker County, Georgia.

Interested party means:

- (1) The "owner";
- (2) Person or persons in possession of a property and premises;

- (3) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;
- (4) Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9; and
- (5) Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the county or records maintained in the county courthouse or by the clerk of court; provided, however, interested party does not include the holder of the benefit or burden of any easement or right-of-way whose interest is properly recorded and this interest remains unaffected.

Owner means the holder of the title in fee simple and every mortgagee of record whether a person, firm, association, or corporation.

Property means any real property located within the unincorporated area of the county, whether improved or unimproved, and includes any unimproved premises on which a construction is sited.

Public authority means any member of the governing authority, any director of a public housing authority, or any officer who is in charge of any department or branch of government (municipal, county, or state) relating to health, fire, life safety, building regulations, or to other activities concerning any construction, as defined above, or use of private property within the unincorporated area of the county.

Public officer means the Director of Planning, Zoning and Inspections who is authorized to exercise the powers prescribed by this article, and any officer or employee of the county to whom he or she delegates such authority.

Repair means altering or improving a construction so as to bring it into compliance with the county's codes and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any construction.

Resident means any person residing in the county's jurisdiction where the property is located on or after the date on which the alleged nuisance arose.

Sec. 12-53. Duty of owners of property and constructions thereon.

The owner of any construction and any property within the county must construct and maintain such construction and property in conformance with the county's codes and any other laws and ordinances which regulate or prohibit activities on private property and which declare it to be a public nuisance to construct or maintain any construction or of use private property in violation of such codes, laws, or ordinances.

Sec. 12-54. Declaration of public nuisance.

Any blighted or derelict construction or property within the county constitutes a public nuisance. Any property within the county on which is being regularly conducted any activity or land use in violation of applicable laws and ordinances, including all applicable zoning ordinances, also constitutes a public nuisance. Nothing in this Article section shall be read to supersede Chapter 34 of the county's codes.

Sec. 12-55. Powers of the public officer.

- (a) In carrying out duties under to this article, the public officer has, in addition to those powers otherwise conferred upon or delegated to him or her by other ordinances of the county, the power to:
 - (1) Investigate and inspect the condition of any construction and private property within the county to determine if the structure and property uses are in violation of this article. Entries onto private property must be made in a manner so as to cause the least possible inconvenience; provided, however, the public officer cannot enter into any occupied construction without first having obtained the consent of the owner or a person in possession. In those cases where consent to entry

is denied after reasonable request, the public officer may apply to the magistrate court for an administrative search warrant upon showing probable cause that a violation exists.

- (2) To retain experts including certified real estate appraisers, qualified building contractors, and qualified building inspectors, engineers, surveyors, accountants, and attorneys.
- (3) To appoint and fix the duties of such officers and employees of the county as he or she deems necessary to carry out the purposes of this article; and
- (4) To delegate any of his or her functions and powers under this article to such officers, employees, or agents as he or she may designate.

(b) In addition to the procedures set forth in this article, the public officer may issue citations for violations of the applicable codes or conditions declared to constitute a public health or safety hazard or general nuisance and seek enforcement of such citations before the magistrate court prior to issuing a complaint in rem as provided in this article. Nothing in this article shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by other summary proceedings.

Sec. 12-56. Complaint in rem in magistrate court; procedure; lien; appeal.

(a) Whenever a public official determines that any construction or property constitutes a public nuisance under this article or a request is filed with the public officer by a public authority or by at least five residents of the county charging that any construction or property constitutes a public nuisance under section this article, the public officer may make an investigation or inspection of the specific construction or property and make a written report of his findings. The public officer may be guided in his or her investigation by documenting conditions, which may include, but are not limited to:

- (1) Defects increasing the hazards of fire, accidents or other calamities;
- (2) Lack of adequate ventilation, light or sanitary facilities;
- (3) Dilapidation;
- (4) Disrepair by failure to conform to applicable codes and ordinances;
- (5) Structural defects which render the structure unsafe for human habitation or occupancy;
- (6) Uncleanliness; or
- (7) The presence of graffiti which is visible from adjoining public or private property.

(b) If the public officer's investigation or inspection identifies that any construction or property constitutes a public nuisance under this article, the public officer will file a complaint in rem in the magistrate court of Walker County against the lot, tract, or parcel of real property on which such construction is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint to be served on the interested parties in such construction or property. The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action, and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before the magistrate court at a set date and time. The hearing must be held not less than fifteen (15) days nor more than forty-five (45) days after the service of a complaint filed in the magistrate court. The interested parties have the right to file an answer to the complaint and to appear in person, or by attorney and offer testimony at the time and place fixed for the hearing.

(c) If, after such notice and hearing, the court determines that the construction or property constitutes a public nuisance under this article, the court shall state, in writing, findings of fact in support of such determination and shall issue and cause to be served upon the interested parties an order:

- (1) If the repair, alteration, or improvement of the construction can be made at a reasonable cost, which is not more than fifty (50) percent of the fair market value of the construction as determined from the tax records of the county, in relation to the present value of the construction requiring the owner, within the time specified in the order, to repair, alter, or improve such construction so as to bring it into full compliance with the applicable codes relevant to the cited violation; and, if applicable, to secure by closing; or
- (2) If the repair, alteration, or improvement of the construction in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost, which is not more than fifty (50) percent of the fair market value of the construction as determined from the tax records of the county, in relation to the present value of the construction requiring the owner, within the time specified in the order, to demolish and remove such construction and all debris from the property.

(d) For purposes of this section, the court shall make its determination of reasonable cost in relation to the present value of the construction without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered; and, provided further, that if the unsatisfactory condition is limited solely to the presence of graffiti, the construction must not be ordered demolished or closed, but its owner may be ordered to repair the same by cleaning or removal of the graffiti. Income and financial status of the owner shall not be a factor in the court's determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in O.C.G.A. title 43, chapter 39A, qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the jurisdiction.

(e) If the owner fails to comply with an order to repair or demolish the construction, the public officer must cause the construction to be repaired, altered, or improved, or to be vacated and closed, or demolished within two hundred seventy (270) days of the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to subsection (c) of this section or any equitable relief granted by a court of competent jurisdiction shall not be counted toward the two hundred seventy (270) days in which such abatement action shall commence. The public officer must cause to be posted on the main entrance of the construction a placard with the following words:

"This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful."

(f) If the public officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The public

officer and governing authority are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.

(g) The amount of the cost of demolition, including all court costs, appraisal fees, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition, shall be a lien against the real property upon which such cost was incurred.

(h) The lien provided for in subsection (e) shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure, or demolition in the office of the Clerk of Superior Court of Walker County, Georgia, and shall relate back to the date of the filing of the lis pendens notice required under this article. The clerk of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid. After filing a certified copy of the order with the clerk of superior court, the public officer shall, within ninety (90) days of the completion of repairs, demolition or closure, forward a copy of the order and a final statement of costs to the county tax commissioner.

(i) The amount of the lien shall be collected in the manner as all other ad valorem taxes are collected by the county.

(j) The tax commissioner must remit the amount collected to the county. The tax commissioner may retain an amount equal to the cost of administering collection of the lien. Any amount retained for administration must be deposited in the general fund of the county to pay the cost of administering the lien.

(k) The governing authority may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the county agreeing to a timetable for rehabilitation of the real property or the construction on the property and demonstrating the financial means to accomplish such rehabilitation.

(l) Review of a magistrate court order requiring the repair, alteration, improvement, or demolition of a construction must be by writ of certioari.

Sec. 12-57. Service of complaints or orders upon owners and parties in interest.

(a) Summons and copies of the complaint shall be served in the following manner:

(1) In all cases, a copy of the complaint and summons must be conspicuously posted on the construction or property within three (3) business days of filing of the complaint and at least fourteen (14) days prior to the date of the hearing.

(2) At least fourteen (14) days prior to the date of the hearing, the public officer must mail copies of the complaint and summons by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identities and addresses are readily ascertainable. Copies of the complaint and summons must also be mailed by first class mail to the property address to the attention of the occupants, if any;

(3) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's advertisements appear in such county once a week for two (2) consecutive weeks prior to the hearing; and

(4) A notice of lis pendens shall be filed in the office of the clerk of superior court in which the construction or property is located at the time of filing the complaint in the magistrate court.

(b) The public officer must cause an affidavit of service to be filed of record in the magistrate court prior to the hearing showing compliance with the service requirements of this section. This affidavit

constitutes a prima facie showing of minimum procedural due process and constitutes sufficient proof that service was perfected.

(c) Orders and other filings made subsequent to service of the initial complaint must be served in the manner provided in this section on every interested party who answers the complaint or appears at the hearing. Any interested party who fails to answer or appear at the hearing waives all further notice in the proceedings.

Sec. 12-58. Limitation of liability for code enforcement; no special duty created.

It is the intent of this article to protect the public health, life, safety and general welfare of residents and visitors of the county, but not to create any special duty or relationship with any individual person or to any specified property within or without the boundaries of the county. Approval of a permit and inspection of a property does not guarantee or warrant to the owner or occupants thereof that the property has been constructed, maintained or operated in conformance with applicable codes, laws and regulations. The county reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the county, its officers, employees, or agents arising out of any alleged failure or breach of duty or relationship as may now exist or later be created. To the extent any federal or state law or regulation requires compliance as a condition precedent to the issuance of a permit, plan, or design approval, inspection or other activity by the county, its officers, employees, or agents, issuance of such permit, approval, or inspection does not constitute a waiver or estoppel of the condition precedent, and it remains the obligation and responsibility of the owner, his design professional(s), and contractor(s) to satisfy such legal requirements.

Sec. 12-59. General cleanliness of premises.

The owner and occupant of property within the county is independently responsible for keeping the premises, including any construction thereon and the full yard thereof, clean and free from all garbage, refuse, filth, dirt, ashes, trash, rubbish or other offensive materials.

Sec. 12-60. Disorderly house.

(a) Any person who keeps and maintains, either by himself or others, a common, ill-governed and disorderly house, to the encouragement of gaming, drinking, illicit drug activity, or other misbehavior, to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the county; provided, however, before any person is charged under this subsection, written notice shall be given the owner of the property and the person in possession thereof by the chief of police stating the general, customary and common habits of the house, giving fair notice of this subsection and the conduct proscribed thereby.

(b) Any person who shall allow any boisterous, noisy, drunken or riotous persons to assemble or remain in their house, apartment or upon their property, after receiving oral notice from a police officer that boisterous, noisy, drunken or carousing activities have caused complaint and annoyance to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the county; provided, however, no person shall be charged under this subsection unless the owner or person in possession of the premises has been afforded an opportunity to disburse the assembly or offending person from the premises. This subsection shall not preclude a police officer from arresting any individual for criminal trespass where such individual knowingly and without authority remains on private property after being notified by the owner or lawful occupant to depart.

Sec. 12-61. Violations; enforcement penalties.

Any person who willfully refuses to comply with the provisions of this article will be cited to appear before the magistrate court and, upon conviction, may be punished according to the provisions of Chapter VII, section 7-18 of the county's charter.

Sec. 12-62. - 12-100. Reserved.

SO ORDAINED by the Sole Commissioner of Walker County, Georgia, this _____ day of _____, 2019.

Attest:

Shannon K. Whitfield
Sole Commissioner
Walker, County Georgia

Rebecca Wooden
County Clerk

ORDINANCE O-02-19

STATE OF GEORGIA
COUNTY OF WALKER

AN ORDINANCE TO AMEND CHAPTER 46, SECTION 46-2 PERTAINING TO
CONSTRUCTION OF ROADS FOR COUNTY MAINTENANCE AND FOR OTHER
PURPOSES

WHEREAS, the governing authority of Walker County is responsible for the adoption of standards of road construction for roads to be placed on county maintenance; and

WHEREAS, the current standards of roads to be placed on county maintenance are not in accord with the standards of surrounding counties; and

WHEREAS, there is strong public interest in durable and lasting county infrastructure, including the county road system, of quality sufficient to reduce maintenance cost; and

WHEREAS, there is strong public interest in county roads constructed as to contribute to safe travel;

NOW THEREFORE, the governing authority of Walker County, Georgia does publish, state and promulgate the following ordinance:

Chapter 46 shall be amended by striking the entirety of the Section and replacing it with the following, to-wit:

Sec. 46-2. Construction of roads for county maintenance.

- (a) The following specifications have been adopted by Walker County, Georgia and will be required for the building of roads that are to be considered for placement on County maintenance.
- (1) The minimum right-of-way will be 50 feet wide. The paved width shall be governed by the Walker County Planning Commission due to the four (4) classes of road.
 - (2) Inspection by a County official shall be required during construction at every stage of construction including, but not limited to after the following: clearing, grubbing, the stripping of topsoil, subbase compaction, base layer, binder layer and topping layer. At each inspection, proper drainage, pipe size and class will be approved. Grading for the roadbed must be done by proper grading methods. During or upon completion of the roadway bed, on-site inspection will be required to determine if material is suitable for subbase. Should this subbase be in question, then the County Inspector will have the State Highway Department test

the material. If the material is not approved, a minimum of one-foot of Class A or B chert shall be applied to the roadbed and rolled or the subbase must pass a county-approved compaction test showing at least 95% compaction. The base material must be a minimum of six-inch graded aggregate base (GAB) rolled meeting current minimum GDOT specifications. The base binder must be a minimum thickness of two-inches when compacted. The topping must be a minimum of two-inches thickness when compacted. The Road Department Director or a designee will inspect each stage for compliance.

- (3) Paving may be done by two (2) methods:
- a. Option #1: Base to be primed with .30 gallons cutback asphalt primed per square yard and allowed to cure for sufficient time. A bituminous surface treatment consisting of .40 to .45 gallons asphalt per square yard with 50 pounds No. M-5 stone per square yard and sealed with bituminous seal consisting of .30 gallons of asphalt per square yard covered with 22 to 24 pounds of stone, size #7. The additional paving to consist of 1½ inches of asphaltic concrete plant mix hot E topping, to meet the specifications of the Georgia Highway Department standards. (The developer may delay the finish topping until after the subdivision has been completed and heaving truck hauling into subdivision has been finished, provided a sufficient bond has been received by the County Commissioner, guarantee that the final paving will be done.)
 - b. Option #2: Base to be primed with .30 gallons cutback asphalt prime per square yard, allowed to cure sufficient time. A surface treatment of two-inches of asphaltic concrete plant mix to meet the specifications of the Georgia Highway Department standards.

SO ORDAINED by the Sole Commissioner of Walker County, Georgia, this _____ day of _____, 2019.

Attest:

Shannon K. Whitfield
Sole Commissioner
Walker, County Georgia

Rebecca Wooden
County Clerk

**WALKER COUNTY STORMWATER FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 11th day of March, 2019, by and between (Insert Full Name of Owner) The Idle Rock LLC hereinafter called the "Landowner", and the Governing Authority of the Walker County, hereinafter called the "County".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel 0-080-004A Identification Number as recorded by deed in the land records of Walker County, Georgia, and Deed Book 1983 Page 413 hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as Idlerock Subdivision, (Name of Plan/Development on the final plat) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of Stormwater within the confines of the property; and

WHEREAS, the County and Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Walker County, Georgia, require that on-site Stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site Stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the forgoing premises, the covenants contained hereon, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site Stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Stormwater management facilities. This includes all pipes, channels or other conveyances built to convey Stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quality of the Stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the County.
3. The Landowner, its successors and assigns, shall inspect the Stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlets structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and inspect the Stormwater management facilities whenever the County deems necessary. The purpose of inspection is to follow-up on deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the Stormwater management facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for Stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. In the event the County pursuant to this Agreement, performs work of any nature, or expends and funds in performance of said work for labor, use of equipment, supplies, material, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all costs incurred by the County hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the Stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Walker County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

Unofficial Witness to signature below Sandra D. Watts

Witness the following signature and seal: Chrystal Butler

FDRROCK SUBDIVISION
Company/Corporation/Partnership Name (SEAL)

By: SM Henry

Steven M Henry
(Type Name and Title)

The foregoing Agreement was acknowledged before me this 11th day
of March, 2019, by

NOTARY PUBLIC
My Commission Expires: Kristy L. Parker



COUNTY OF _____, GEORGIA

By: _____

(Type Name and Title)

The foregoing Agreement was acknowledged before me this _____ day

of _____ 20 _____, by _____

NOTARY PUBLIC

My Commission Expires _____

Approved as to Form:

County Attorney

Date

3.4.1.3 Inspection and Maintenance Requirements

Table 3.4.1-1 Typical Maintenance Activities for Dry Detention / Dry ED Basins
(Source: Denver Urban Storm Drainage Manual 1999)

Activity	Schedule
1. Remove debris from basin surface to minimize Outlet clogging and Improve aesthetics	Annually and following significant storm events
2. Remove sediment buildup Repair and revegetate eroded areas Perform structural repairs to inlet and others	as needed based on inspection
3. Mow to limit unwanted vegetation	Routine

Volume 2 (Technical Handbook)

Georgia Stormwater Management Manual 3.4-5

Company/Corporation/Partnership Name: SPEROCK

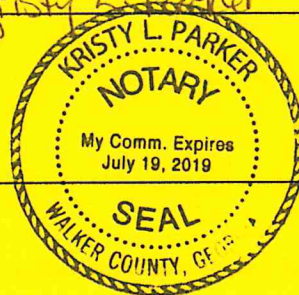
Signature: [Handwritten Signature]

The foregoing Agreement was acknowledged before me this 11th

Day of March, 2019, by Kristy L. Parker

NOTARY PUBLIC

My Commission Expires: Kristy L. Parker





MEMORANDUM OF UNDERSTANDING

Primary Healthcare Centers
& Walker County Government

This Memorandum of Understanding (“MOU”) is entered into this 14th of March, 2019 by and between **Primary Healthcare Centers**, a Georgia non-profit corporation located at 205 Jenkins Road, Rossville, Georgia 30741 (“Health Center”) and Walker County Government (Specialty Provider).

WHEREAS, Health Center and Specialty Provider wish to ensure the medically underserved residents of north Georgia, and the surrounding counties, have access to the primary care services provided by the Health Center and the specialty care services in the specialty of transportation services that enable patients to access health center services when transportation would otherwise be a barrier to care. PHC will provide tokens or vouchers for Walker County Transit services for PHC patients when needed.

The aforementioned services are provided by the Specialty Provider; and

WHEREAS, the Health Center and Specialty Provider wish to memorialize the terms for the referral of the Health Center patients to the Specialty Provider for transportation services to and from the Health Center.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Referral for Specialty Services. The need for the referral of a patient from the Health Center to Specialty Provider shall be determined at the Health Center. When the need for services with the Specialty Provider has been identified, the Health Center shall contact the Specialty Provider directly to make an appointment or provide the patient with the Specialty Provider’s contact information so the patient may schedule the appointment with the Specialty Provider. The Specialty Provider agrees to schedule an appointment with the patient in accordance with the Specialty Provider’s scheduling policy and availability.
2. Charges for Services. In accordance with federal regulations the Health Center shall bill all services provided at a Health Center site and offer the official discounted sliding fee scale (SFS) to those patients meeting eligibility requirements. Specialty Provider already incorporates consideration of need in its pricing structure, and due to grant restrictions is unable to offer additional SFS/ or

discounted fee/ payment plan.

All charges for services provided at Health Center or with Specialty Provider pursuant to this MOU shall be collected by the party providing such services directly from the patient's third party payor or other source normally billed by the party, and neither party shall have any liability to the other for such charges, except to the extent that such liabilities would exist separate and apart from this MOU. The parties agree to cooperate with each other in billing and collecting for services furnished to patients pursuant to this MOU. Any referrals for care requiring prior authorization will be completed by the Health Center prior to the appointment date with the Specialty Provider. Any tests or procedures ordered by the Specialty Provider requiring prior authorization or third-party approval shall be the responsibility of the Specialty Provider.

3. Conflict of Interest. Both parties agree to carry-out this MOU, including any referrals that occur as a result of this MOU, free of any actual, potential or perceived conflicts of interest.
4. Term and Termination. This MOU shall be effective as of the Effective Date for a term of one (1) year, and thereafter it shall be renewed automatically for successive periods of one (1) year, unless sooner terminated as provided herein. Either party upon sixty (60) days written notice to the other party may terminate this MOU for any reason. The MOU shall be immediately terminated should either party fail to maintain its licensure, certification, and/or accreditation by the Joint Commission, or applicable accreditation agency, or be excluded from participating in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal Healthcare Programs").
5. Non-Discrimination Provision. Each party is an equal opportunity employer and no person on the grounds of race, color, religion, sex, national origin, disability or any other status protected by federal or state law is excluded from participation in or will be otherwise subjected to discrimination in the provision of services under this MOU.
6. Excluded Individuals. Both parties represent and warrant to the other party that neither it nor any partner, shareholder, director, officer, employee or agent of the other party (i) has ever been excluded, debarred or otherwise ineligible to participate in any one of the Federal Healthcare Programs; (ii) has ever been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal Healthcare Programs; and (iii) is not, to the best of his or her knowledge, under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal Healthcare Programs, including but not limited to, being listed by the United States Department of Treasury in its Specially Designated National Database and

therefore excluded from residing in or conducting business in the United States. Each party agrees that the other may perform a search at any time to insure that the other party or its personnel are not listed as an excluded healthcare provider. This shall be an ongoing representation and warranty during the term of this MOU and each party shall immediately notify the other party of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate this MOU for cause without any further obligation or liability.

7. Indemnification and Insurance. Each party shall be responsible for their own acts and omissions in the performance of their duties and the acts and omissions of their own employees and agents and shall indemnify and hold harmless the other party from and against all claims, liabilities, causes of action, losses, costs, damages and expenses incurred by the other party as a result of such acts and omissions. Each party shall maintain general and professional liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate and shall provide written evidence of such insurance upon the request of the other party.
8. Compliance with Federal and State Law. Each party agrees to comply with all applicable federal, state, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (collectively "HIPAA").
9. No Interference. Specialty Provider understands Health Center is a Federally Qualified Health Center and therefore bound by the requirements of Section 330 of the Public Health Service Act, and the related rules and regulations promulgated by the Health Resources and Services Administration, including those requirements for FQHC Board governance, (collectively referred to as "Federal Health Center Requirements"). To the extent there is a conflict between this MOU and the Federal Health Center Requirements, the Federal Health Center Requirements shall supersede the terms of this MOU.
10. Notices. Any notices required or permitted hereunder shall be sufficiently given and deemed received upon personal delivery, or upon the third business day following deposit in the U.S. Mail, if sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

Health Center Entity:	Primary Healthcare Centers 205 Jenkins Road Rossville, GA 30741
-----------------------	---

Attention: Diana Allen, CEO

Receiving Entity: Walker County Government
101 S Duke Street
LaFayette, GA 30728

Attention: Shannon K. Whitfield

With copy to: Attention: J. Matthew Williamson

15. Miscellaneous.

- a. Severability. The invalidity or unenforceability of any provision of this MOU will not affect the validity or enforceability of any other provision.
- b. No Waiver. No waiver of a breach of any provision of this MOU will be construed to be a waiver of any other provision of this MOU, whether of a similar or dissimilar nature.
- c. Amendments. Any amendments to this MOU will be effective only if in writing and signed by both parties hereto.
- d. Entire MOU. This MOU constitutes the entire agreement of the parties with respect to the subject matter hereof. This MOU supersedes any prior agreements concerning the matters contained in this MOU.
- e. Assignment. Neither party may assign this MOU without the express written consent of the other party.
- f. Change in Law. In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of the counsel to either party renders any of the material terms of this MOU unlawful or unenforceable, then the applicable term(s) of the MOU shall be subject to renegotiation upon written notice to the other party, to remedy such condition and conform the MOU to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate the affected MOU without penalty.
- g. Governing Law. This MOU, and the rights, obligations and remedies of the parties hereto, shall be governed by and construed in accordance with the laws

of the State of Georgia. For purposes of this MOU, venue shall be those state courts located in Walker County, and the United States District Court for the Northern District of Georgia.

- h. Access to Patient Information. Specialty Provider and Health Center agree to work together to provide each other access to the patient health information necessary to provide quality patient care and ensure patient continuity of care. To this end, each party agrees to provide the other party with the information necessary to treat any patient referred to Specialty Provider or Health Center under this MOU, including information required for necessary follow-up care, and to performing billing and health care operations related to the treatment of patients pursuant to this MOU. The foregoing shall be subject to any restrictions a patient has placed on his or her medical information and made known to a party in writing, as well as any federal and state law restrictions.
- i. Independent Contractors. Both parties are independent contractors under this MOU. This MOU is not intended to create, nor shall it be deemed or construed to create a partnership, joint venture or any relationship between the Health Center and the Specialty Provider, other than that of independent entities contracting under this MOU.
- j. Affiliation with Other Health Care Entities. Nothing in this MOU shall be construed as limiting the right of either party to affiliate with or contract with any other health care entity for the same or similar services as provided for under this MOU.
- k. No Requirement to Refer. Nothing in this MOU is intended, nor should anything be interpreted, to require or induce the referral of patients to any provider or facility for any health care services. All decisions to refer a patient are to be based on medical necessity and the welfare and best interests of the patient.
- l. The Specialty Provider and Health Center agree to credential all medical and dental provider staff in accordance with FTCA guidelines and regulations.

[Remainder of page intentionally left blank]

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first above written.

Primary Healthcare Centers

By:

Title:

Walker County Government

By:

Title:

MAGISTRATE COURT OF WALKER COUNTY

Shelia Thompson, Chief Magistrate

102 Napier Street

LaFayette, GA 30728

706-638-1217

March 12, 2019

Commissioner Shannon Whitfield
101 S. Duke Street
LaFayette, GA 30728

RE: PURCHASE OF NEW COMPUTER SOFTWARE FOR MAGISTRATE
COURT

Dear Commissioner Whitfield:

As you know we are going to have to purchase a new Case Management System for Magistrate Court. The cost for this software will be \$15,000.00 when installed and \$250.00 per month maintenance. In order to keep our place in line for installation in January 2020, the contract needs to be signed as soon as possible. CJT indicated that they preferred it to be signed by the Commissioner.

Enclosed is another copy of the contract. If you have any questions please let me know,

Sincerely,



Shelia Thompson
Chief Magistrate

Enclosure

cc: Robert Wardlaw

CJT Software Inc.

License for Web-Based Application and Support Agreement

This License for Web-Based Application and Support Agreement (this "Agreement") is entered into as of the January 24, 2019 (the "Effective Date") between Walker County Magistrate Court, having offices at 102 Napier St LaFayette, GA 30728 and CJT Software 113 Mountain Brook Drive, Suite 200, Canton, Georgia 30115 ("CJT"). Mailing Address P.O. Box 5298, Canton, GA 30114.

1. DEFINITIONS

In addition to capitalized terms later defined herein, the following capitalized terms shall have the following meanings:

- (a) "Customer" means the court or other entity which has accepted this Agreement and licensed the Application.
- (b) "Deliverables" means the Products and the Services (as those terms are defined below).
- (c) "Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the Application, as supplied by CJT to Customer, including any modifications and derivative works thereof.
- (d) "Error" means a substantial reproducible failure of the Application to conform to the specifications set forth in the applicable end user Documentation.
- (e) "Error Correction" means either a modification or addition to, or deletion from the Application that, when made to such Application, establishes substantial conformity of such Application to the specifications therefore as set forth in the applicable end user Documentation, or a procedure or routine that, when observed in the regular operation of the Application, eliminates the practical adverse effect of such Error on Customer and is indicated by a change in the third digit of a version number, e.g. from 5.0.1 to 5.0.2. "Attachment" means an attachment to this Agreement signed by both parties and incorporated herein by this reference. "Major Release" means a revision to the Application that is not separately marketed by CJT as indicated by a change in the first digit of a version number, e.g., from 4.0.0 to 5.0.0. "Minor Release" means a revision to the Application which is not separately marketed by CJT as indicated by a change in the second digit, e.g., from 4.0.0 to 4.1.0. "Products" means the Application, Documentation and any hardware purchased by Customer from CJT (the "Hardware"). "Release" means either a Major Release or a Minor Release. "Services" means the Support Services, Training Services, Integration Services, Additional Services (if any are ordered by Customer), and any other services provided by CJT to Customer pursuant to this Agreement or an Attachment "Application" means access to the CJT program with which this license is distributed as set forth on an Attachment.
- (f) "Users" means Customer's employees who are permitted to use the Application as described in Section 2 below and as may be limited by an Attachment.

2. LICENSE OF APPLICATION

2.1. Subject to the terms and conditions of this Agreement, including, without limitation, the payment of any "License and Maintenance Fees" (as defined in Section 8) and any additional restrictions set forth on the applicable Attachment for the Application, CJT hereby grants to Customer a non-exclusive, non-transferable license during the "Initial Term" and any "Renewal Terms" (each defined in Section 11 below):

- (a) to use, and allow Users to use, the Application in executable code form only, with the number of copies designated on the Attachment, for Customer's internal, inhouse

Customer Initials & Date _____

purposes only to access and process Customer's data, which will be stored on CJT's cloud server;

- (b) to use the Documentation as reasonably necessary for Customer's internal use related to the Application license granted under subsection (a) above.

2.2 Customer is responsible for all use of Customer's account and maintaining the confidentiality of all usernames, passwords and related information. Customer hereby covenants that Customer will not permit the sharing of usernames, passwords and account numbers and related information by Customer's employees, agents, independent contractors, officers, managers, directors or other affiliated entities; provided, however, if a User leaves Customer's employ or transfers to an unrelated position in Customer's employ, Customer may designate a replacement User without charge. When selecting usernames, Customer shall select unique usernames and such usernames shall not be obscene, defamatory, harassing, offensive or malicious.

2.3. Customer agrees that any additional Application or services purchased by Customer that are not accompanied by a corresponding agreement at the time of purchase or access will be covered under the terms of this Agreement.

3. RESERVATION OF RIGHTS

CJT reserves all rights not expressly granted herein. Customer and Users may use the Application and Documentation only to access and process Customer's own data and may not: (i) use, or permit any third party to use, the Application or Documentation for time-sharing, rental, or service bureau purposes; (ii) copy, modify, sublicense, distribute, transfer, transmit or translate the Application or Documentation; or (iii) reverse engineer, decompile, disassemble or obtain possession of any source code or other technical material relating to the Application except only and to the extent otherwise permitted by applicable law. Customer shall not remove any proprietary notices on the Application and Documentation and shall affix all proprietary notices affixed to the original Application and Documentation delivered to Customer to all copies of the Application and Documentation permitted to be made hereunder. Customer shall take reasonable efforts to ensure that the Users adhere to the terms of this Agreement, including without limitation the terms of Sections 2, 3 and 12 hereof. Customer agrees to be responsible for any of Customer's employee's breach of the terms hereof.

4. INTEGRATION SERVICES

If purchased by Customer and as set forth on an Attachment, CJT will provide a link to the Application to Customer and integrate and configure such Application at Customer's location(s) ("Integration Services"). If Customer purchases Hardware from CJT, Integration Services may include installation of the Hardware, if set forth on the applicable Attachment. The date that CJT completes the foregoing Integration is referred to as the "Integration Date." All other quoted Integration dates, including dates related to terms such as "Integration," "completion of training" and "live," if any, are estimates only and shall not constitute obligations of CJT.

5. TRAINING SERVICES

If Customer has paid training fees associated with the Application as set forth on an Attachment ("Training Fees"), CJT shall provide the Training Services, for the number of days and designated Users, as set forth on the Attachment. Customer shall be solely responsible for all transportation, lodging, meals or any other expenses incurred by Customer's Users attending such Training Services.

6. SUPPORT SERVICES

During the term of the Agreement, and subject to the terms and conditions hereof, CJT agrees to provide to Customer the following support services with respect to the Application (collectively, the "Support Services"):

Customer Initials & Date _____

- 6.1. CJT shall provide Customer technical assistance by telephone or on-line with the Integration and use of the Application, the identification of Application problems and the reporting of Errors. CJT will respond to phone calls from Support Contacts pursuant to the terms of Exhibit A attached hereto and made a part hereof by this reference. Customer shall designate no more than two (2) technical contacts to request and receive telephone or online support services from CJT as set forth below ("Support Contacts").
- 6.2. CJT will use commercially reasonable efforts to correct all Errors. Upon delivery of an Error Correction, such Error Correction shall be considered to be a part of the Application.
- 6.3. CJT shall make available to Customer from time to time each Minor and Major Release of the Application that CJT makes generally available without additional charge to its customers. It is anticipated that Minor Releases will be done specifically for Error Corrections, with Major Releases to be done quarterly.
- 6.4. CJT shall not be responsible for: (a) correcting Errors resulting from misuse, negligence, revision, modification, or improper use by Customer or any other person or entity of the Application or any portion thereof; (b) Application or hardware other than the Application (or Hardware, to the extent Customer has purchased maintenance services for the Hardware specified in an Attachment); (c) failure by Customer to install mandatory Error Corrections or Releases provided to Customer by CJT from time to time; (d) Application (i) installed on any equipment other than that possessing the minimum requirements set forth in the Documentation or (ii) used with any Application not specified in the applicable end user Documentation. In the event CJT provides support for support claims by Customer arising from the foregoing, such services shall be billed to Customer as Additional Services (defined below) In no event shall CJT be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Application or with the delay or inability to use it (or any linked sites), or for any information, Application, products and services obtained through this Application, or otherwise arising out of the use of this Application, the Internet generally, the failure of Customer to properly network its computer systems. access blockages caused by Customer's own firewalls. or on any other basis (whether based on contract, tort, strict liability or otherwise).

7. ADDITIONAL SERVICES

Customer may request and CJT may provide, subject to CJT's agreement, the availability of CJT personnel and both parties' execution of an Attachment, additional services related to the Application and Hardware that are not previously identified on an Attachment (the "Additional Services"). The Additional Services shall be charged to Customer at CJT's then current time and materials charges, together with the cost of any additional or replacement hardware or other components provided in connection with such Additional Services. All on-site support services provided by CJT are billed as Additional Services.

8. FEES, EXPENSES, AND PAYMENT

- 8.1. Customer shall pay to CJT the fees for the Application and Support Services ("License and Maintenance Fees") in the amounts and in accordance with the Attachments. The initial month's License and Maintenance Fees are payable beginning the 15th of the month following the Integration Date. The Integration fee, if applicable, is due and payable upon the Integration Date. Amounts due for each Renewal Term shall be invoiced and paid as set forth in Section 11. Should Customer add any additional Products or Services, Customer shall pay the amount set forth on the relevant Attachment.
- 8.2 Customer shall pay CJT the Training Fees (if Customer has purchased Training Services) and Integration Services in accordance with the invoices presented to Customer pursuant to an Attachment.
- 8.3 Customer shall reimburse CJT for all costs and expenses, including without limitation, reasonable travel expenses (including transportation and lodging) ("Expenses") incurred in rendering on-site Services to Customer for any issues that are not the responsibility of CJT as set forth in the Agreement.

Customer Initials & Date _____

- 8.4 Customer agrees to pay all fees as set forth in an applicable Attachment presented to Customer for the Deliverables (the "Fees") and all Expenses. All such Fees and Expenses shall be paid within thirty (30) days after the date of any invoice issued pursuant to an Attachment.
- 8.5 All Fees and Expenses payable to CJT under this Agreement are net amounts to be received by CJT, exclusive of all sales taxes, value added taxes, assessments, and similar taxes and duties (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by Customer or otherwise due as a result of this Agreement. Customer shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on CJT's income.
- 8.7 During the term of this Agreement, Customer grants CJT the right to enter Customer's premises during business hours for the sole purpose of examining Customer's records and other information relating to Customer's use of the Application. If this examination reveals that Customer have improperly used the Application, such conduct shall be considered a material breach of this Agreement and CJT may choose to either terminate this Agreement or invoice Customer for such unauthorized use based upon CJT's standard fees in effect at the time the examination is completed.

9. CUSTOMER'S OBLIGATIONS

- 9.1 Customer shall not load or operate any computer software on the computer that runs the Application if such software would conflict or interfere with the use or performance of the Application.
- 9.2 Customer shall be solely responsible for: (a) procuring all computer hardware, peripherals, device drivers, third party operating systems, and other third party Application which may be required to operate the Application, other than the Hardware; (b) the compatibility of Customer's computer hardware, peripherals, device drivers, third party operating systems, and other third party Application with the Application and/or Hardware; (c) providing a safe and suitable location for Integration, use, and operation of the Application in accordance with any instructions that may be reasonably specified by CJT; (d) providing the local area network infrastructure, cabling, and all cabling services in preparation for the Integration of the Application and/or Hardware; (e) providing and maintaining the appropriate environment for operating the Application and maintaining back-up and disaster recovery facilities; and (f) except to the extent provided by CJT as a part of Integration Services, all data entry and loading of Customer's data.
- 9.3 Customer shall ensure that all Support Contacts and any of Customer's employees who are responsible for the operating and managing the Application or any other activities related to Application have received CJT's Training Services. In the event a Support Contact is appointed who is not trained by CJT Training Services, Customer agree to notify CJT in writing promptly thereof and purchase Training Services for such Support Contact.
- 9.4 Customer shall provide to CJT broadband access to the Application such that CJT to complete the Support Services. Customer, at Customer's expense, shall provide the necessary modem or other hardware and shall license and install such remote access Application reasonably specified by CJT for the purposes of providing such broadband access. Upon the reasonable request of CJT, Customer shall provide CJT with access to all locations at which the Application is installed.

10. INDEMNIFICATION

- 10.1 CJT will indemnify, defend and hold harmless, to the extent allowed by Georgia law, Customer from and against any and all losses, costs, expenses (including attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by Customer arising out of claims that the Application infringes a U.S. copyright or trade secret. The right of indemnification set forth

Customer Initials & Date _____

in this Section only applies if the alleged infringement or misappropriation is not caused by or contributed to by (i) modifications to Application made by Customer or any other third party; (ii) third party Application, whether or not provided by CJT; (iii) the combination, operation or use of the Application with any software, equipment, data or other materials except those provided by CJT under this Agreement; (iv) use of Application: (A) with equipment other than that possessing the minimum requirements set forth in the Documentation or (B) in any way except in accordance with this Agreement and the Documentation; or (v) Customer's failure to implement CJT-provided updates, fixes or patches to the Application that would otherwise avoid the applicable infringement or misappropriation. In the event of such a claim, CJT will have the option, in CJT's sole discretion, to: (i) replace the Application, (ii) modify the Application to make it non-infringing, or (iii) terminate the license to the Application and refund all license fees paid to CJT by Customer for same after deduction of an appropriate charge for depreciation based on use by Customer prior to such removal, and Customer shall have no other recourse against CJT. **THIS SECTION 10.1 REPRESENTS CJT'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.**

10.2 Customer agrees to indemnify and hold CJT harmless, to the extent allowed by law, from and against any and all losses, costs, expenses (including reasonable attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by CJT which result from or arise out of any claim or liability arising as a result, in whole or in part, from (i) Customer's or User's violation of Sections 2, 3 or 12 of this Agreement; or (ii) Customer's or User's violation of any rule, regulation, requirement or law of any foreign, federal, state or local governmental authority.

10.3 The rights of a party under this Section 10 to be indemnified shall be subject to all of the following: (a) the indemnified party (the "Indemnitee") must notify the indemnifying party (the "Indemnitor") in writing promptly upon learning that such claim has been or may be asserted, (b) the Indemnitor shall have sole control over the defense of such claim and any negotiations for the settlement or compromise thereof, and (c) the Indemnitee shall provide reasonable assistance and cooperation to the Indemnitor to facilitate the settlement or defense of any such claim.

11. TERMS AND TERMINATION

11.1 Unless sooner terminated as provided in Section 11.2, (a) the term of this Agreement will commence on the Integration Date and continue in effect for an initial period of 3 years (36) months immediately thereafter ("Initial Term"), and (b) the term of this Agreement will automatically renew for additional successive terms of one (1) year (each a "Renewal Term"), unless either party provides written notice to the other party at least thirty (30) days prior to the end of the then-current term of its intent not to renew the term of this Agreement. After the Initial Term, CJT may adjust the License and Maintenance Fees for subsequent periods as a condition of the renewal of the term. Any termination of this Agreement shall terminate the entire Agreement, including any Attachments attached to this Agreement.

11.2 Termination. This Agreement may be terminated at any time upon the giving of written notice:

- (i) By either party in the event the other party breaches any obligations under Section 12 hereof; (ii) By Customer in the event that CJT fails to commence remedying any default under this Agreement for a period continuing more than thirty (30) days after Customer has given CJT written notice specifying such default; or
- (iii) By CJT in the event that Customer: (a) defaults of any payment obligations or intentionally breaches Sections 2 or 3 of this Agreement; (b) fails to commence remedying any other default under this Agreement for a period continuing more than thirty (30) days after CJT has given Customer written notice specifying such default; or (c) makes an assignment for the benefit of creditors, or commence or have commenced against Customer any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

11.3 Upon termination or expiration of this Agreement for any reason, (a) Customer shall immediately return to CJT all property of CJT or its suppliers, including, but not limited to, the Application and the

Customer Initials & Date _____

“Proprietary Information” (as defined in Section 12) of CJT and (b) all rights and licenses granted by CJT hereunder to Customer shall immediately cease. CJT shall deliver Customer’s data by _email or ftp___ within 14 days of termination.

11.4 Upon termination or expiration of this Agreement, Sections 1, 3, 8, and 10-14 of this Agreement shall survive such termination or expiration.

12. CONFIDENTIALITY

12.1 In the performance of this Agreement, either party may disclose to the other certain Proprietary Information. For the purposes of this Agreement, “Proprietary Information” means information that is of value to its owner and is treated as confidential. Proprietary Information includes, without limitation, all non-public information pertaining to the Application and the Deliverables.

12.2 Both parties acknowledge and agree that the Proprietary Information shall remain the sole and exclusive property of the disclosing party or a third party providing such information to the disclosing party. The receiving party agrees to hold the Proprietary Information disclosed by the other party in strictest confidence and not to, directly or indirectly, copy, use, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information for any purpose whatsoever other than as expressly provided by this Agreement. The disclosure of the Proprietary Information does not confer upon the receiving party any license, interest, or rights of any kind in or to the Proprietary Information, except as expressly provided under this Agreement. Subject to the terms set forth herein, the receiving party shall not disclose the Proprietary Information to a third party without the written consent of the disclosing party and shall protect the Proprietary Information of the disclosing party with the same degree of protection and care the receiving party uses to protect its own Proprietary Information, but in no event less than reasonable care. Notwithstanding the foregoing, CJT may disclose this Agreement to its investors, proposed investors, and assignees or proposed assignees that are subject to confidentiality restrictions similar to the provisions set forth in this Section.

12.3 Nothing in this Section shall prohibit or limit the receiving party’s use of information if (i) at the time of disclosure hereunder, such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information; (v) the receiving party can demonstrate the information was developed by or for it independently without the use of such information; (vi) it is Proprietary Information which, five (5) years after the term of this

Agreement is not considered a “trade secret” under applicable law; or if such information is required to be disclosed under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. to the extent permitted by Georgia Law. If disclosure is required under applicable law or regulation, the receiving party shall notify the disclosing party and provide assistance in obtaining an appropriate protective order.

13. WARRANTY DISCLAIMER

CJT AND ITS THIRD PARTY SUPPLIERS PROVIDE THE APPLICATION AND THE SERVICES “AS IS.” NEITHER CJT NOR ANY THIRD PARTY SUPPLIERS MAKE ANY WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OF ERROR FREE AND UNINTERRUPTED USE, ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED IN ALL RESPECTS.

Customer Initials & Date _____

14. LIMITATION OF LIABILITY

14.1 IN NO EVENT WILL CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES RECEIVED BY CJT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM.

14.2 IN NO EVENT WILL CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE DELIVERABLES OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR THE USE OF THE DELIVERABLES, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

14.3 Without limiting the foregoing, Customer agrees that neither CJT nor any of its officers, directors, agents, or employees shall have any liability for errors or omissions in the output of the Application whether such errors or omissions are caused by errors or inaccuracies in the conversion of data as inputs to the Application, in the transmission of such data, or in the display of such data, or otherwise.

14.4 Customer acknowledges and agrees that the allocation of risks provided in this Agreement are reflected in the Fees and other charges provided hereunder and are reasonable and appropriate under the circumstances and that CJT cannot control the manner in which and the purpose for which Customer shall use the Application.

14.5 Without limiting the materiality of any other term, Customer acknowledges that each provision in this Agreement providing for the protection of CJT's copyrights, Proprietary Information and other proprietary rights is material to this Agreement. Customer agrees that any threatened or actual breach of CJT's copyrights, Proprietary Information or other proprietary rights by Customer shall constitute immediate, irreparable harm to CJT for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring CJT to post any bond or any other security. Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.

14.6 Customer will strictly comply with all applicable laws and regulations relating in any way to the use of the Deliverables, including, but not limited to, obtaining licenses or permits and any other government approval.

14.7 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO ITS RULES GOVERNING CONFLICTS OF LAW.

This Agreement shall constitute the entire Agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements and/or understandings between the parties. This Agreement may not be amended, modified, supplemented, or deviated from except by a writing executed by an authorized employee of Customer and CJT. In the event of a conflict between the terms of this Agreement, an Attachment or an invoice, the terms of this Agreement shall control over the Attachment or invoice. Nothing in this Agreement shall be deemed to constitute a partnership between the parties or be deemed to constitute one party as agent of the other. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Neither this Agreement, nor the obligations or rights of Customer, may be transferred or assigned by Customer without the prior written consent of

Customer Initials & Date _____

CJT, not to be unreasonably withheld. CJT may assign this Agreement without the Customer's consent. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto. A waiver by either party of any breach shall not be construed to be a waiver of any other breach. All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery with receipt obtained, by recognized courier, properly prepaid, or certified mail, return receipt requested, and sent to the CJT at 113 Mountain Brook Drive, Suite 200, Canton, Georgia 30115 and to Customer at the address at which Customer is invoiced. All such communications shall be deemed received by the other party upon actual delivery or refusal. By written communication, either party may designate a different address for purposes hereof. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The parties may sign this Agreement and deliver the signature pages via facsimile or electronic transmission (with the originals to follow) or otherwise in accordance with this Section 14.7 of this Agreement. The following applies to all acquisitions of the Deliverables by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and if applicable, Exhibit A to be executed by their respective representatives as of the dates set forth below:

CJT Software, Inc.

Customer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Integration Date: _____

Customer Initials & Date _____

EXHIBIT A

PRICING INFORMATION:

Additional Products/Services/Options to be provided include:

MCCM Software.

Features: Case Management Civil and Criminal Program

Warrant on Web-

Web based, Warrants customized for each judge's preference

Digitally stored signatures, password protected

User Roles/Authorization customizable for each court and agency

Issued warrants emailed in PDF format to Court, Jail, DA, Clerk of Superior Court and Prosecuting Officer

Issues and tracks probation warrants

Scanning

This includes free training, data conversion from current software.

Total \$15,000.00

\$250.00 monthly maintenance fee will begin month of install

Customer Initials & Date _____

EXHIBIT A CONTINUED

Maintenance fee to be invoiced _____ monthly per Citation or x by a flat monthly rate.

Per Citation Rate: \$ _____

Flat Monthly Rate: \$250.00

Customer Initials & Date _____

EXHIBIT A CONTINUED

Support Services Contact Information:

Help Desk/Tech. Support: 1-877-262-7405

Toll Free Office: 1-800-205-6943

Office Direct Dial: 1-770-720-9833

Fax: 1-770-720-9836

You may also use the request support icon located on the main menu of your program.

DDS Transmissions:

Other:

-
-
-
-
-
-
-

**Currently CJT utilizes eBlvd Support which is included in the cost of all maintenance/support plans. If a different method of remote access is deemed necessary by the customer, the customer shall be responsible for any additional access*

Customer Initials & Date _____

EXHIBIT A CONTINUED

charges and or any additional Application requirement purchases, whether made by CJT or customer, to allow remote access for CJT support technicians.

Support Services Response Time:

CJT's required response times and resolution will vary on the severity of the problem faced by the Customer and the time of day in which Customer's problem occurs. CJT's hours of operation are Monday through Friday 8:00 a.m. – 5:00 p.m. except stated holidays. CJT's required response times are as follows:

<u>Priority Code</u>	<u>The client Impact</u>	<u>Initial Contact with Support Contact</u>
Level 1	Business Halted	Immediate: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405
Level 2	Business Impacted	Within one hour of submission: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405
Level 3	Non-Critical/Request	Within 24 – 48 hours depending upon request. Initial follow-up/notice of receipt will be within one hour of submission. 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405

Explanation of Priority Codes:

Level 1: Business Halted: a problem with the Hardware or Application which prevents Customer's ability to complete critical business functions. In these cases, troubleshooting is done over the phone or on-line with a Support Contact.

Examples: Application system is down
 Hardware is not responding (if applicable)
 Server not operating (if applicable)
 Database corrupted
 Remote Devices, POS terminals or workstations not operating (if applicable)
 Error message(s) on server, manager's machine or POS terminals which reflect an Error
 which will halt Customer's business (if applicable)

Level 2: Business Impacted: non-critical issues or questions that affects a person or group at Customer's site. A work-around has been identified so the person or group can use the system to perform their job. Troubleshooting is done over the phone or on-line.

Examples: Reports get error message

Level 3: Non-Critical/Request: issues or questions that need a response, but time are not time critical. Requesting information/action that is not urgent.

Customer Initials & Date _____

EXHIBIT A CONTINUED

Court Fax Number:

Physical Address:

Mailing Address:

Billing Address:

Judge Name:

Email:

Phone Number:

Email:

Phone Number:

Email:

Phone Number:

Clerk Contact Information:

Email:

Phone Number:

Email:

Phone Number:

If Applicable

IT Department Support?

Yes ()

No () **IT**

Department Phone Number:

IT Department Fax Number:

IT Department Email:

Customer Initials & Date _____

WALKER COUNTY

SIX CHANNEL ASR SITE HARDWARE REFRESH

29 JANUARY 2019

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196
USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

01 February 2019

Curtis Creekmur
Walker County
101 S. Duke Street
LayFayette, Ga. 30728

Subject: Six Channel ASR Site Hardware Refresh

Dear Mr. Creekmur,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Walker County with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the Canyon Ridge Site and provides:

- Replacement of Quantar repeaters
- Upgradability to TVRCS
- Turnkey Systems Integration and Service

This proposal consists of this cover letter and the Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid for a period of 60 days from the date of this cover letter. Walker County may accept the proposal by delivering to Motorola Solutions the signed CSA. Alternatively, Motorola Solutions would be pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Solutions Account Executive, Howell Herron at 678-492-8335.

We thank you for the opportunity to furnish Walker County with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

Howell Herron
Account Manager

SECTION 1

STATEMENT OF WORK

Motorola Solutions is proposing to Walker County the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Canyon Ridge	Six (6) GTR 8000 Base Station Radios, two (2) Site Controllers for Redundancy and two (2) Site Gateways

The document delineates the general responsibilities between Motorola Solutions and Walker County as agreed to by contract.

1.1 MOTOROLA SOLUTIONS RESPONSIBILITIES

Motorola Solutions' general responsibilities include the following:

- Perform the installation of the Motorola Solutions-supplied equipment described above.
- Schedule the implementation in agreement with Walker County.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide Walker County with the appropriate system interconnect specifications.

1.2 WALKER COUNTY RESPONSIBILITIES

Walker County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. General responsibilities for Walker County include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Walker County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Walker County vendors or other contractors.

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of Walker County.
- Any tower stress analysis or tower upgrade requirements are the responsibility of Walker County.
- Approved FCC licensing provided by Walker County.



- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Walker County.
- Any required system interconnections not specifically outlined here will be provided by Walker County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Walker County system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.



SECTION 2

SYSTEM DESCRIPTION

2.1 WALKER COUNTY 800MHZ 6-CHANNEL ASR

Motorola Solutions is pleased to provide this proposal to Walker County, GA to migrate Canyon Ridge ASTRO 25 Repeater Site from Quantar to GTR8000 radio platform.

This proposal includes pricing for six (6) 800MHz Standalone GTR8000 Base Stations and set to operate as a single ASR site connected to TVRCS ASTRO 25 System.

The system equipment costs provided are based on the system design assumptions as listed in the subsequent Design Assumptions section of this proposal document. The services below include engineering, installation, optimization, project management and first year warranty.

2.2 ASTRO 25 TRUNKING RF SITE

An ASTRO 25 Repeater Site consists of a single site with up to 28 channels and two site controllers (in a redundant configuration) housed in a GTR 8000 Expandable Site Subsystem (ESS).

The proposed RF site for Canyon Ridge will include the following key equipment:

- Six (6) GTR 8000 base station radios.
 - All channels will operate in FDMA-only mode.
- Two (2) site controllers for redundancy
- Two (2) site gateways
- One (1) 7-foot open frame rack

It is assumed that the existing site transmit and receive antenna systems are in good working condition and can be used for the proposed system.

- Increased power supply redundancy through common power bus.



2.2.1 GTR 8000 SITE REPEATER/BASE RADIO

The GTR 8000 Base Radio consists of a transceiver module, power amplifier module, fan module, and power supply. The transceiver module includes the functionality for the exciter, receiver, and station control.

The base radio software, configuration, and network management, as well as inbound/outbound traffic handling, are performed through this transceiver module. On-board serial and Ethernet ports are located on this module for local servicing via CSS.

The power amplifier module amplifies the low-level modulated RF signal from the transceiver module and delivers the amplified signal on the path to the transmit antenna. The power supply module supports the transceiver and power amplifier modules, and can also provide auxiliary power to a connected site controller or Receive Multicoupler/Low Noise Amplifier (RMC/LNA).

2.2.2 RF SITE GATEWAY

The Site Gateway provides an interface that handles all of the IP Network Management traffic between the Core Site and the RF Site. The Site Gateway provides the following:

- Media conversion – the gateway converts Ethernet to the selected transport medium.
- Traffic prioritization – the gateway applies a prioritization marking to the packets leaving the site.
- Fragmentation – the gateway fragments large IP packets per industry standards.

2.3 DESIGN ASSUMPTIONS

Several assumptions have been noted below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the Walker County, a revised proposal with the necessary changes and adjusted costs may be required.

- 2.3.1.1 The proposed ASR system will continue to utilize TVRCS ASTRO 25 radio system core.
- 2.3.1.2 No additional ASTRO 25 radio system core system licenses required.
- 2.3.1.3 The design assumes that the existing site network connection to TVRCS Core will be used to support the new GTR8000 based ASR Site.
- 2.3.1.4 Six (6) new 800 MHz GTR8000 Base Station Radios in ESS Configuration to replace existing Quantars.
- 2.3.1.5 The design assumes FDMA Voice Only Channels.
- 2.3.1.6 This quote assumes adequate physical space, HVAC and electrical requirements at all locations for the new equipment
- 2.3.1.7 The design assumes the existing antennas and line will be re-using to connect the new equipment.
- 2.3.1.8 The design assumes no new civil work or Tower Structural analysis.
- 2.3.1.9 No Coverage guarantee provided in this proposal.



- 2.3.1.10 This proposal does not include the following system components as requested by the customer:
 - 2.3.1.10.1 Control Monitoring Unit (CMU)
 - 2.3.1.10.2 Tower Top Amplifier (TTA)
 - 2.3.1.10.3 Uninterruptable Power Supply (UPS).
- 2.3.1.11 Any required system interconnections not specifically outlined here will be provided Walker County. These may include dedicated phone circuits.
- 2.3.1.12 Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should Walker County's ASR system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

SECTION 3

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

QTY	NOMENCLATURE	DESCRIPTION
6	T7039	GTR 8000 Base Radio
6	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
6	CA00855AA	ADD: 700/800 MHZ
6	X591AE	ENH: ASTRO 25 SITE REPEATER SW
6	X153AW	ADD: RACK MOUNT HARDWARE
6	CA01400AA	ADD: POWER CABLE, DC
6	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	CA03177AA	ADD: ASTRO SITE REPEATER SC SW
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01400AA	ADD: POWER CABLE, DC
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	THN1013	RACK 7.5' OPEN
2	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
2	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B
2	CLN1856	2620-24 ETHERNET SWITCH
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER

SECTION 4

PRICING

Motorola Solutions is pleased to provide the following equipment and services to Walker County:

Description	List Price	Discounted Price
Total Equipment	\$193,721.00	\$181,910.00
Total SI/ Services	\$086,462.00	\$075,922.00

Total Equipment and SI / Services	\$280,183.00	\$257,832.00
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Walker County Portion of Project Total: $(\$257,832)/3 = \$85,944.00$



SECTION 5

CONTRACTUAL DOCUMENTATION

Provided on the following pages.



Communications System and Services Agreement

ASR Site Hardware Refresh

Motorola Solutions, Inc. (“Motorola”) and Walker County, Florida (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A	Motorola Software License Agreement
Exhibit B	Payment Schedule
Exhibit C	Motorola’s Proposal dated January 29, 2019
Exhibit D	System Acceptance Certificate

1.2. Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement.

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“**Acceptance Tests**” means those tests described in the Acceptance Test Plan.

“**Administrative User Credentials**” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“**Beneficial Use**” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“**Confidential Information**” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“**Contract Price**” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges.

“**Deliverables**” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance



of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software Support Policy” (“SwSP”) means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.



“**Specifications**” means the functionality and performance requirements that are described in Exhibit C.

“**Subsystem**” means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.

“**System**” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in Exhibit C.

“**System Acceptance**” means the Acceptance Tests have been successfully completed.

“**Warranty Period**” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.6. **Motorola SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Exhibit A (“Software License Agreement”). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-Motorola SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner



has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.8. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. MAINTENANCE AND SUPPORT SERVICES. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in the Maintenance and Support Addendum. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. If Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or any services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to those maintenance, support, installation, and/or services, will be included in the Maintenance and Support Addendum, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.



4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$85,944. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not



included in the Contract Price may be listed in Exhibit C, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **SHIPPING ADDRESSES.** The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____ Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.



Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.** TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workman-like manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-



rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Equipment Lease-Purchase Agreement as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule, if any, and if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in



the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement. Notwithstanding, this obligation does not apply if Motorola is entitled to immunity under the NG911 Act of 2012.

14.2. GENERAL INDEMNITY BY CUSTOMER. To the extent allowed by law, Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product")



directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation Services with respect to which losses or damages are claimed. With respect to all non-implementation Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY Motorola PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.



16.1.1. Each party is a disclosing party (“Discloser”) and a receiving party (“Recipient”) under this Agreement. All Deliverables will be deemed to be Motorola’s Confidential Information. To the extent allowed by law, and during the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser’s Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser’s written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA’S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola’s Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to



pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.



17.10. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.12. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Walker County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A

5.1 MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Walker County, Georgia ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software



Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

5.1.1 Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.



Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all



copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

5.1.2 Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.



Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

5.1.3 Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Georgia. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



5.2 EXHIBIT B

PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 60% of the Contract Price due upon shipment of equipment from Staging;**
- 3. 10% of the Contract Price due upon installation of equipment; and**
- 4. 5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.



EXHIBIT C

Motorola's Proposal dated January 1, 2019, fully incorporated herein by reference



Exhibit D
System Acceptance Certificate

5.3 CUSTOMER NAME: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

SECTION 6

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

6.1.1

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____



Walker County Departmental Statistics - February 2019



Department	Monthly Totals						YTD Totals		Yearly Totals		Yearly Totals	
	January		February		2019		2018		2017		2016	
Animal Shelter	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Intake	63	10	69	14	132	24	1,176	25	1,628	979	1,301	1,004
Adopted	24	6	19	4	43	10	138	34	217	147	304	94
Rescued	28	7	42	0	70	7	749	13	686	295	513	101
Returned to Owner	5	0	8	0	13	0	125	0	231	2	n/a	n/a
Euthanized	4	0	1	0	5	0	56	2	336	396	436	630
Codes Enforcement	January		February		2019		2018		2017		2016	
In Compliance	408		327		730		5,124		4,745		no data	
Violations	42		30		72		857		1,469		221	
Closed Cases	7		4		11		339		480		no data	
Fire Department	January		February		2019		2018		2017		2016	
Calls for Service	465		537		1,002		5,670		4,441		3,492	
Units Handling Calls for Service	659		736		1,395		6,359		4,742		no data	
Smoke Alarms Installed	42		189		231		228		21		no data	
Litter	January		February		2019		2018		2017		2016	
Roadside Trash Pounds	10,320		7,960		18,280		122,912		123,020		no data	
Mountain Cove Farms	January		February		2019		2018		2017		2016	
Total Nights Booked	27		17		44		908		525		162	
Planning	January		February		2019		2018		2017		2017	
Single Family New Home Construction	7		9		16		124		135		123	
Public Relations	January		February		2019		2018		2017		2016	
Media Impressions (stories)	19		49		68		509		603		no data	
Facebook Followers Added	124		380		504		2,182		4,615		no data	
Facebook Posts	44		59		103		487		594		no data	
WalkerCountyGA.gov visitor views	27,067		30,525		57,592		316,285		399,087		173,745	
Newsletter Subscribers Added	21		224		245		925		1,184		no data	
Public Works	January		February		2019		2018		2017		2016	
Patching/Potholes	547		1,190		1,737		4,798		no data		no data	
Walker Transit	January		February		2019		2018		2017		2016	
Total Trips	2,052		2,072		4,124		21,551		24,938		no data	