

## 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: Tuesday December 29, 2020

Time: 6:00 PM

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

Invocation: Given by Commissioner Shannon Whitfield

Pledge: United States Flag and Georgia Flag

Open of the Regular Meeting

Minutes: Approval of the minutes from the Public Hearing and Commissioner Meeting  
that was held on December 10, 2020

New Business:

- I. Resolution R-036-20, A Resolution of the Sole Commissioner of Walker County to Adopt a Policy for Law Enforcement Officers Upon Retirement or Disability to Retain their Service Weapons
- II. Resolution R-037-20, A Resolution of the Sole Commissioner of Walker County for Retired Walker County Sheriff's Office Captain Gerald A. (Burt) Cagle to Retain His Service Weapon
- III. Resolution R-038-20, A Resolution of the Sole Commissioner of Walker County for Walker County Coroner Dewayne Wilson to Retain His Service Weapon
- IV. Resolution R-039-20, A Resolution of the Sole Commissioner of Walker County to Appoint A Member of the Walker County Planning Commission
- V. Resolution R-040-20, A Resolution of the Sole Commissioner of Walker County to Appoint A Member of the Walker County Board of Tax Assessors

- VI. Resolution R-041-20, Resolution of the Sole Commissioner of Walker County to Appoint Members to the Walker County Animal Control Board
- VII. Resolution R-042-20, A Resolution of the Sole Commissioner of Walker County to Appoint Members of the Walker County Water and Sewerage Authority
- VIII. Resolution R-043-20, A Resolution of the Sole Commissioner of Walker County to Appoint a Member of the LaFayette-Walker County Library Board
- IX. Resolution R-044-20, A Resolution of the Sole Commissioner of Walker County to Dissolve the Vision 2030 Advance Team
- X. Resolution R-045-20, A Resolution of the Sole Commissioner of Walker County to Authorize the Fort Payne Water Works Board the Authority to Provide Water Service in a Designated Area of Walker County
- XI. Resolution R-046-20, A Resolution of the Sole Commissioner of Walker County to Set the Compensation for the Walker County Coroner
- XII. Resolution R-047-20, A Resolution of the Sole Commissioner of Walker County to Decrease the Supplement Pay to Senior State Court Judge C. Donald Peppers
- XIII. Purchase Order 2021-00000380 to Geoconex Corp for E-911 equipment (2020 SPLOST)
- XIV. Purchase Order 2021-00000427 to SBFi North America for E-911 equipment (2020 SPLOST)
- XV. Purchase Order 2021-00000430 to North Georgia Sales Center for a 2013 Chevy Express Van for the Coroner's office
- XVI. Purchase Order 2021-00000466 to Motorola Solutions Inc for 115 portable radios for first responders (2020 SPLOST)
- XVII. Purchase Order 2021-00000468 to Sound Communications Inc for E-911 Center recording equipment upgrade
- XVIII. Approval of Joint Stipulation of Dismissal with Prejudice – Erlanger Health System v. Walker County Georgia
- XIX. Approval of Local Marketing Organization Agreement with the Walker County Chamber of Commerce

- XX. Approval of Agreement with the Circuit Public Defender Office of the Lookout Mountain Judicial Circuit for Indigent Defense Services
- XXI. Approval of Storage Agreement with CHI Memorial for Morgue Services
- XXII. Approval of Rental Agreement with the Georgia State Properties Commission for the Drivers Services Center in Rock Spring
- XXIII. Resolution R-048-20, A Resolution of the Sole Commissioner of Walker County To Adopt an Official County Seal
- XXIV. Resolution R-049-20, A Resolution of the Sole Commissioner of Walker County to Transfer the Governing Authority of Walker County to the Board of Commissioners of Walker County

Adjournment: Commissioner Whitfield will adjourn the meeting

Open Discussion: **The business on the Agenda being completed, Commissioner Whitfield will open the floor for general discussion related to Walker County. Speakers are asked to limit their questions and comments to 5 minutes and keep topics related to county business.**

***There will be a special called meeting of the Walker County Board of Commissioners at 6:00 PM on Monday January 4, 2021.***



**Walker County Governmental Authority**  
***Office of the Commissioner***  
**101 S. Duke Street**  
**LaFayette, GA 30728**  
**706-638-1437**

**Minutes of the Scheduled Public Hearing**

**December 10, 2020**

**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 December 10, 2020

**II. Attendees**

The following persons were present: Commissioner Shannon Whitfield, Public Relations Director Joe Legge, Planning and Zoning Director David Brown, Legal and Policy Director David Gottlieb and 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. Pledges :**

United States Flag and Georgia Flag

**V. Open of Public Hearing:**

- I.* Commissioner Whitfield reviewed Ordinance No. O-05-20, An Ordinance to Adopt State Code Pertaining to the Issuance of Fireworks Permits (*This is the Second Hearing.*) Commissioner Whitfield explained that several requests had been made throughout Walker County for this.

**VII. Adjournment:**

The Public Hearing was adjourned at 6:04 PM

**VIII. Public Comment**

{Audio Recording of Public Hearing and comments are on file in  
Commissioner's Office – 20-12-10}

**IX. Commissioner Comments**

{Audio Recording of Public Hearing and comments are on file in  
Commissioner's Office – 20-12-10}

Minutes approved by:

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Shannon K. Whitfield  
Sole Commissioner  
Walker County Georgia

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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**  
**LaFayette, GA 30728**  
**706-638-1437**

**Minutes of the Regular Scheduled Meeting**

**December 10, 2020**

**I. Call to order**

Commissioner Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Annex III, 201 S. Main Street, Lafayette, Georgia at 6:04 PM on December 10, 2020.

**II. Attendees:**

The following persons were present: Commissioner Shannon Whitfield, Public Relations Director Joe Legge, Planning and Zoning Director David Brown, Legal and Policy Director David Gottlieb and County Clerk Rebecca Wooden, Other guests signed in at the meeting as well, please see the attached sign in sheet.

**III. New Business:**

- I. Commissioner Whitfield welcomed everyone for attending. He asked if anyone had any comments or questions concerning the minutes for our Public Hearing and Regular Scheduled Meeting on December 10, 2020, hearing none the minutes were approved.
- II. Commissioner Whitfield reviewed and approved Ordinance No. O-05-20, An Ordinance To Amend Chapter 23 of the Code of Walker County Georgia Regarding Fire Codes; To Adopt Documents By Reference.
- III. Commissioner Whitfield read Resolution R-032-20, A Resolution of the Sole Commissioner of Walker County To Award A Road Paving Contract For Project 2021-01. Commissioner Whitfield explained that Talley Construction was awarded the bid. He explained there were five bids

received and this was the most competitive bid since we had begun the paving projects.

- IV. Commissioner Whitfield discussed, explained and approved the next several resolutions that are very similar and he wasn't going to read each Resolution, being R-034-20 and R-035-20. He read Resolution R-033-20, A Resolution of the Sole Commissioner of Walker County to Appoint a Member of the Walker County Planning Commission appointing Mr. Elliott Pierce and the other two appointments were, Mr. Stan Porter and reappointment of Chairman Phillip Cantrell.
- V. Commissioner Whitfield introduced Legal & Policy Director David Gottlieb, and discussed the Reciprocal Easement Agreement between Wesley Daniel Butler and Walker County. After the discussion Commissioner Whitfield approved the Reciprocal Easement Agreement.
- VI. Commissioner Whitfield reviewed the statistics for November 2020

**Adjournment:**

The Regular Scheduled meeting was adjourned at 6:22 PM

**Public Comment**

{Audio Recording of Regular Scheduled meeting and comments are on file in Commissioner's Office – 20-12-10}

**Commissioner Comments**

{Audio Recording of Regular Scheduled meeting comments are on file in Commissioner's Office – 20-12-10}

Minutes approved by:

\_\_\_\_\_  
Shannon K. Whitfield  
Sole Commissioner  
Walker County Georgia

\_\_\_\_\_  
Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden



**RESOLUTION R-036-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO  
ADOPT A POLICY FOR LAW ENFORCEMENT OFFICERS UPON RETIREMENT  
OR DISABILITY TO RETAIN THEIR SERVICE WEAPONS**

**WHEREAS**, the Sole Commissioner is the governing authority of Walker County; and

**WHEREAS**, Official Code of Georgia Annotated Section 35-1-20(b) authorizes the governing authority of each county which employs sworn law enforcement officers who are certified by the Georgia Peace Officer Standards and Training Council, to adopt a policy under which such sworn officers, upon their retirement from employment by the county, or upon leaving such employment as a result of a disability arising in the line of duty, shall be entitled as part of their compensation to retain their service weapon; and

**WHEREAS**, the County desires to adopt the above referenced policy;

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia that the County adopts a policy that sworn law enforcement officers, upon recommendation of the County Sheriff or the other appropriate commander of the officers, who have been employed by the County and are certified by the Georgia Peace Officer Standards and Training Council, upon their retirement from the County, or upon leaving such employment as a result of a disability arising in the line of duty, shall be entitled as part of their compensation to retain their service weapon as part of their compensation. There shall be a resolution adopted by the County governing authority setting forth the name of each such officer, and the make, model, and serial number of the service weapon.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner





**RESOLUTION R-037-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY FOR  
RETIRED WALKER COUNTY SHERIFF'S OFFICE CAPTAIN GERALD A. (BURT)  
CAGLE TO RETAIN HIS SERVICE WEAPON**

**WHEREAS**, the County has adopted a policy authorizing retired sworn law enforcement officers, upon recommendation of the County Sheriff or other appropriate commander, shall be entitled to retain their service weapon as part of their compensation; and

**WHEREAS**, Captain Gerald A. (Burt) Cagle has retired from the Walker County Sheriff's Office with more than 30 years of honorable service to the citizens of Walker County; and

**WHEREAS**, attached hereto as Exhibit "A" is a copy of a letter from Sheriff Steve Wilson to Sole Commissioner Shannon K. Whitfield recommending that Captain Cagle's service weapon be retained by him as part of his compensation;

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia, that retired Captain Gerald A. (Burt) Cagle's service weapon, Glock Model G-17, Serial Number BGYC-304, be retained by Captain Cagle as part of his compensation.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

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REBECCA WOODEN, County Clerk

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SHANNON K. WHITFIELD, Sole Commissioner

*Walker County Sheriff's Office*

105 S. Duke Street • P.O. Box 767 • LaFayette, Georgia 30728  
(706) 638-1909

**Steve Wilson, Sheriff**

*December 16, 2020*

*Mr. Shannon Whitfield, Commissioner  
Post Office Box 445  
Lafayette, Georgia 30728*

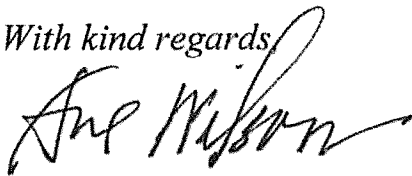
*Dear Commissioner:*

*On July 31, 2020, Captain Gerald A. (Burt) Cagle retired from the Walker County Sheriff's Office with more than thirty years of honorable service to the citizens of Walker County.*

*Therefore, pursuant to O.C.G.A. 35-1-20, I am recommending that his service weapon, Glock Model G-17, Serial Number BGYC-304 be conveyed to Captain Cagle as part of his retirement compensation.*

*I appreciate your consideration.*

*With kind regards,*

A handwritten signature in black ink that reads "Steve Wilson". The signature is written in a cursive, flowing style with a long, sweeping tail on the "n".

*Steve Wilson, Sheriff  
Walker County Sheriff's Office*

*SBW/kj*



**RESOLUTION R-038-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY FOR  
WALKER COUNTY CORONER DEWAYNE WILSON TO RETAIN HIS SERVICE  
WEAPON**

**WHEREAS**, Dewayne Wilson has served twenty years of honorable service as the County Coroner for the citizens of Walker County;

**THEREFORE, BE IT RESOLVED** by Shannon K. Whitfield, the Sole Commissioner of Walker County, Georgia, that as part of Dewayne Wilson's compensation as County Coroner, he shall retain the service weapon that was issued to him during the entire term of his service as coroner, Glock Model 36, Serial Number DUL346US.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner



**RESOLUTION R-039-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO APPOINT A MEMBER OF THE WALKER COUNTY PLANNING COMMISSION**

**WHEREAS**, the Sole Commissioner of Walker County is the governing authority of Walker County, Georgia; and

**WHEREAS**, by previous ordinance of Walker County, the Sole Commissioner appoints members to the Walker County Planning Commission for four-year terms (Walker County Code of Ordinances, 34-32); and

**WHEREAS**, a vacancy exists due to the resignation of Sid Adams, whose term expires on December 31, 2023; and

**WHEREAS**, Todd Holt is duly qualified to serve as a member of the Planning Commission and has expressed a willingness to serve the people of Walker County in such capacity;

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia that Todd Holt is hereby approved and appointed to assume the term on the Planning Commission concluding December 31, 2023, under such conditions as are set forth by law.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner

P.O. Box 445  
LaFayette, GA 30728  
walkercountyga.gov



Office: 706.638.1437  
commissioner@walkerga.us

**Shannon K. Whitfield**  
*Sole Commissioner*  
**Walker County, GA**

December 29, 2020

Mr. Todd Holt  
55 Gordon Farm Road  
Chickamauga, GA 30707

RE: Walker County Planning Commission

Dear Mr. Holt,

It is with great pleasure that I appoint you to the Walker County Planning Commission.

Your new term begins on January 1, 2021 and expires on December 31, 2023. Thank you for your continued support to the citizens of Walker County and your willingness to serve them in this important capacity.

If I can provide any assistance to you, please do not hesitate to contact me.

Sincerely,

Shannon K. Whitfield  
Walker County Sole Commissioner



**RESOLUTION R-040-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO APPOINT A MEMBER OF THE WALKER COUNTY BOARD OF TAX ASSESSORS**

**WHEREAS**, the Sole Commissioner of Walker County is the county governing authority of Walker County, Georgia; and

**WHEREAS**, O.C.G.A. § 48-5-295 provides that members of the county board of tax assessors shall be appointed by the county governing authority; and

**WHEREAS**, a vacancy exists on the Walker County Board of Tax Assessors due to the passing of Shirley Neal; and

**WHEREAS**, Ms. Neal's term does not expire until December 31, 2025; and

**WHEREAS**, pursuant to O.C.G.A § 48-5-291 et seq., Melba Powell is duly qualified to serve as a member of the Walker County Board of Tax Assessors and is agreeable to serve the people of Walker County in such capacity;

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia that Melba Powell is hereby approved and appointed to the Walker County Board of Tax Assessors effective immediately, under such conditions as are set forth by law, to finish the term that concludes on December 31, 2025.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020

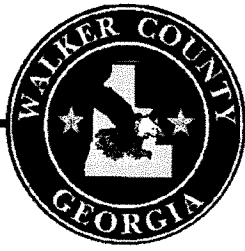
**ATTEST:**

**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner

P.O. Box 445  
LaFayette, GA 30728  
walkercountyga.gov



Office: 706.638.1437  
commissioner@walkerga.us

**Shannon K. Whitfield**  
*Sole Commissioner*  
**Walker County, GA**

December 29, 2020

Ms. Melba Powell  
99 Powell Court  
Rock Spring, GA 30739

Dear Ms. Powell,

It is with great pleasure that I appoint you to the Walker County Board of Tax Assessors. Your term begins immediately and will expire on December 31, 2025.

Thank you for your continued support to the citizens of Walker County and your willingness to serve them in this important capacity.

If I can provide any assistance to you please do not hesitate to contact me.

Sincerely,

Shannon K. Whitfield  
Walker County Sole Commissioner



**RESOLUTION R-041-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO  
APPOINT MEMBERS OF THE ANIMAL CONTROL BOARD**

**WHEREAS**, O.C.G.A. § 4-8-23 (a) (2) provides that an animal control board is an authority charged with exercising those powers set forth in O.C.G.A. § 4-8-23 as determined by the county governing authority; and

**WHEREAS**, Section 10-81 of the Code of Ordinances for Walker County, Georgia gives the governing authority appointment power of the membership of the animal control board; and

**WHEREAS**, there are currently vacancies on the Animal Control Board; and

**WHEREAS**, the Sole Commissioner of Walker County recognizes the qualifications and commitment to public service of Finally Johnson of Rossville and Shannon Beasley of Chickamauga.

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia that Finally Johnson and Shannon Beasley are hereby appointed to the Animal Control Board for a term beginning January 1, 2021 and concluding on December 31, 2023.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020.

**ATTEST:**

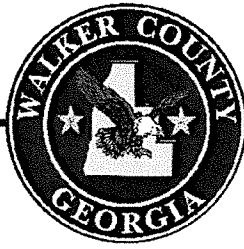
**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner



P.O. Box 445  
LaFayette, GA 30728  
walkercountyga.gov



Office: 706.638.1437  
commissioner@walkerga.us

**Shannon K. Whitfield**  
*Sole Commissioner*  
**Walker County, GA**

December 29, 2020

Mr. Finley Johnson  
2005 N. Hwy 341  
Rossville, GA 30741

Dear Mr. Johnson

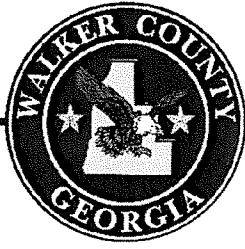
It is with great pleasure that I appoint you to the Walker County Animal Control Board. Your term begins on January 1, 2021 and expires on December 31, 2023.

Thank you for your willingness to service the citizens of Walker County and we look forward to working with you.

Sincerely,

Shannon K. Whitfield  
Walker County Sole Commissioner

P.O. Box 445  
LaFayette, GA 30728  
walkercountyga.gov



Office: 706.638.1437  
commissioner@walkerga.us

**Shannon K. Whitfield**  
*Sole Commissioner*  
**Walker County, GA**

December 29, 2020

Ms. Shannon Beasley  
2795 Old Bethel Road  
Chickamauga, GA 30707

Dear Ms. Beasley

It is with great pleasure that I appoint you to the Walker County Animal Control Board. Your term begins on January 1, 2021 and expires on December 31, 2023.

Thank you for your willingness to service the citizens of Walker County and we look forward to working with you.

Sincerely,

Shannon K. Whitfield  
Walker County Sole Commissioner



**RESOLUTION R-042-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO APPOINT MEMBERS OF THE WALKER COUNTY WATER AND SEWERAGE AUTHORITY**

**WHEREAS**, Georgia Governor George Busbee approved Act 421 on March 23, 1977 creating the Walker County Water and Sewerage Authority, a political subdivision of the State of Georgia and a public corporation; and

**WHEREAS**, Section 2 (b) of Act 421 governs the appointment and term of service of members to the Walker County Water and Sewerage Authority; and

**WHEREAS**, the Sole Commissioner of Walker County is the governing authority of Walker County, Georgia and is vested with the duty to make appointments to the Authority under Section 2 (b) of Act 421; and

**WHEREAS**, vacancies exist due to the expiration of the terms of Annette North, William Cooke, Scott Abston and Shannon Whitfield; and

**WHEREAS**, these four individuals are duly qualified to serve as a member of the Walker County Water and Sewerage Authority and have expressed a willingness to continue to serve the people of Walker County in such capacity;

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia that Annette North is hereby approved and appointed to the Walker County Water and Sewerage Authority, under such conditions as are set forth by law, for a term concluding on May 31, 2022.

**BE IT FURTHER RESOLVED** by the Sole Commissioner of Walker County, Georgia that William Cooke is hereby approved and appointed to the Walker County Water and Sewerage Authority, under such conditions as are set forth by law, for a term concluding on May 31, 2023.



**BE IT FURTHER RESOLVED** by the Sole Commissioner of Walker County, Georgia that Scott Abston is hereby approved and appointed to the Walker County Water and Sewerage Authority, under such conditions as are set forth by law, for a term concluding on May 31, 2024.

**BE IT FURTHER RESOLVED** by the Sole Commissioner of Walker County, Georgia that Shannon Whitfield is hereby approved and appointed to the Walker County Water and Sewerage Authority, under such conditions as are set forth by law, for a term concluding on May 31, 2025.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

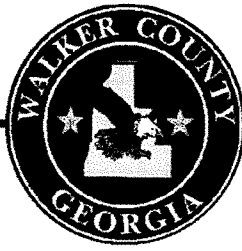
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REBECCA WOODEN, County Clerk

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SHANNON K. WHITFIELD, Sole Commissioner

P.O. Box 445  
LaFayette, GA 30728  
walkercountyga.gov



Office: 706.638.1437  
commissioner@walkerga.us

**Shannon K. Whitfield**  
*Sole Commissioner*  
**Walker County, GA**

December 29, 2020

Ms. Annette North  
171 John Thompson Road  
Flintstone, GA 30725

Dear Ms. North,

It is with great pleasure that I appoint you to the Walker County Water and Sewerage Authority. Your term begins immediately and will expire on May 31, 2022.

Thank you for your continued support to the citizens of Walker County and your willingness to serve them in this important capacity.

If I can provide any assistance to you please do not hesitate to contact me.

Sincerely,

Shannon K. Whitfield  
Walker County Sole Commissioner

P.O. Box 445  
LaFayette, GA 30728  
walkercountyga.gov



Office: 706.638.1437  
commissioner@walkerga.us

**Shannon K. Whitfield**  
*Sole Commissioner*  
**Walker County, GA**

December 29, 2020

Mr. William Cooke  
213 Alabama Avenue  
Rossville, GA 30741

Dear Mr. Cooke,

It is with great pleasure that I appoint you to the Walker County Water and Sewerage Authority. Your term begins immediately and will expire on May 31, 2023.

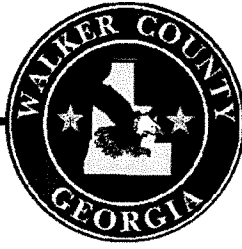
Thank you for your continued support to the citizens of Walker County and your willingness to serve them in this important capacity.

If I can provide any assistance to you please do not hesitate to contact me.

Sincerely,

Shannon K. Whitfield  
Walker County Sole Commissioner

P.O. Box 445  
LaFayette, GA 30728  
walkercountyga.gov



Office: 706.638.1437  
commissioner@walkerga.us

**Shannon K. Whitfield**  
*Sole Commissioner*  
**Walker County, GA**

December 29, 2020

Mr. Scott Abston  
917 Van Dell Drive  
Rock Spring GA 30739

Dear Mr. Abston,

It is with great pleasure that I appoint you to the Walker County Water and Sewerage Authority. Your term begins immediately and will expire on May 31, 2024.

Thank you for your continued support to the citizens of Walker County and your willingness to serve them in this important capacity.

If I can provide any assistance to you please do not hesitate to contact me.

Sincerely,

Shannon K. Whitfield  
Walker County Sole Commissioner



**RESOLUTION R-043-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO APPOINT A MEMBER OF THE LAFAYETTE-WALKER COUNTY LIBRARY BOARD**

**WHEREAS**, O.C.G.A § 20-5-42 (a) provides that a county board of trustees shall consist of at least one appointee from each governmental agency financially supporting the library on a regular basis; and

**WHEREAS**, O.C.G.A. § 20-5-42 (b) provides that a regional board of library trustees shall consist of trustees serving on members county boards who are appointed to the regional board by each county board for a term specified in writing pursuant to the constitution and bylaws of the library system; and

**WHEREAS**, the Sole Commissioner of Walker County has the authority to appoint a member of the LaFayette-Walker County Library Board; and

**WHEREAS**, a vacancy exists following the expiration of the term held by Ruth Bass; and

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia that Jeff Potts is hereby appointed to the LaFayette-Walker County Library Board for a term to conclude on June 30, 2023.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

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REBECCA WOODEN, County Clerk

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SHANNON K. WHITFIELD, Sole Commissioner





# Cherokee Regional Library System

DADE | CHICKAMAUGA | LAFAYETTE-WALKER | ROSSVILLE



SINCE 1942

Mr. Shannon Whitfield  
Walker County Commissioner  
PO Box 445  
LaFayette, GA 30728

November 19, 2020

Dear Commissioner Whitfield:

As a governmental funding agency that supports the LaFayette-Walker County Public Library, the Rossville Public Library, and the Chickamauga Public Library, the Walker County Commissioner makes a total of six appointments to the local Library Boards of Trustees. According to law, these appointments are set up on a rotating basis. The Constitutions of these Boards of Trustees states that

-  The term of office is three years, starting July 1
-  No member may serve on this board for more than four successive three-year terms of office.

The current 3-year term of LaFayette Library Board Member, Ruth Bass ended June 30, 2020. Ms. Bass has served four successive terms and cannot be reappointed. We are recommending the following candidate:

<u>Appointee</u>	<u>Library Board</u>	<u>Term</u>
1. Jeff Potts PO Box 1 Rock Spring, GA 30739	LaFayette-Walker Public Library Board	July 1, 2020 – June 30, 2023

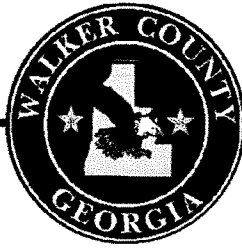
We ask that you make this appointment during the month of December and that you notify the appointee and the library, in writing, in accordance with law. The next meeting of the LaFayette-Walker County Public Library Board of Trustees is January 25, 2021, at 4:00 p.m. at the LaFayette-Walker County Public Library. For your convenience, I am attaching a form letter you may wish to use in notifying the appointee and the library of these appointments.

Thank you for your thoughtful attention to these important appointments to represent the citizens of Walker County on the public library boards of trustees.

Sincerely,

Lecia Eubanks, Director  
Cherokee Regional Library System

P.O. Box 445  
LaFayette, GA 30728  
walkercountygga.gov



Office: 706.638.1437  
commissioner@walkerga.us

**Shannon K. Whitfield**  
*Sole Commissioner*  
**Walker County, GA**

December 29, 2020

Mr. Jeff Potts  
PO Box 1  
Rock Spring, GA 30739

Dear Mr. Potts:

As a funding agency of the three Walker County Public Libraries, the Commissioner is responsible for appointing members to the local Boards of Trustees. The term of office is three years, with the possibility of re-appointment for a total of four three-year terms.

I have appointed you to a term on the LaFayette-Walker County Public Library Board of Trustees. This term ends June 30, 2023.

The next meeting will be at 4:00 p.m. on January 25, 2021 at the LaFayette-Walker County Public Library.

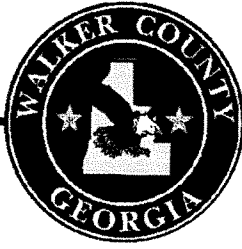
We appreciate your willingness to serve as a library board member. If you have questions, you may call Lecia Eubanks, Director, at 706-638-7557.

Sincerely,

Shannon K. Whitfield  
Walker County Sole Commissioner

Cc: Lecia Eubanks, Director Cherokee Regional Library

P.O. Box 445  
LaFayette, GA 30728  
walkercountyga.gov



Office: 706.638.1437  
commissioner@walkerga.us

**Shannon K. Whitfield**  
*Sole Commissioner*  
**Walker County, GA**

December 29, 2020

Mrs. Lecia Eubanks, Director  
Cherokee Regional Library  
305 South Duke Street  
LaFayette, GA 30728

Dear Mrs. Eubanks,

I have re-appointed the following person to the Chickamauga Public Library Board of Trustees:

1. Jeff Potts – Term is July 1, 2020 through June 30, 2023

Sincerely,

Shannon K. Whitfield  
Walker County Sole Commissioner



**RESOLUTION R-044-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO  
DISSOLVE THE VISION 2030 ADVANCE TEAM**

**WHEREAS**, the Vision 2030 Advance Team (Committee) was established on January 10, 2019 by Resolution R-003-19; and

**WHEREAS**, the Committee serves at the pleasure of the governing authority of Walker County, Georgia; and

**WHEREAS**, the Sole Commissioner of Walker County is the governing authority of Walker County;

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia that the existing members of the Vision 2030 Advance Team (Committee) are hereby relieved from their duties of the committee with appreciation for their undertaking; and

**BE IT FURTHER RESOLVED** that the Committee shall be, and is hereby dissolved.

**SO RESOLVED AND ADOPTED** this 29th day of December, 2020.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner



**RESOLUTION R-045-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO AUTHORIZE THE FORT PAYNE WATER WORKS BOARD THE AUTHORITY TO PROVIDE WATER SERVICE IN A DESIGNATED AREA OF WALKER COUNTY**

**WHEREAS**, attached as Exhibit "A" hereto is a certain area of Walker County ("Area") that does not currently have public water service available to its residents; and

**WHEREAS**, representatives of the Fort Payne Water Works Board ("Water Board") and Area property owners ("Property Owners") have discussed the Water Board providing water service to the Area; and

**WHEREAS**, the Water Board and many of the Property Owners have requested that the governing authority of Walker County state that it consents to the Water Board providing water service to the Area;

**THEREFORE, BE IT RESOLVED** by Shannon Whitfield, the Sole Commissioner of Walker County, Georgia, that the County consents to the Water Board providing water service within the Area. If the Water Board does provide water service, the County will provide the necessary fire hydrants, and the Water Board will install the fire hydrants. Except for providing the fire hydrants, the County is not a party to any agreement regarding the Water Board providing the water service, and the County shall have no financial responsibility or legal liability for the water service being provided by the Water Board to the Property Owners in the Area.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

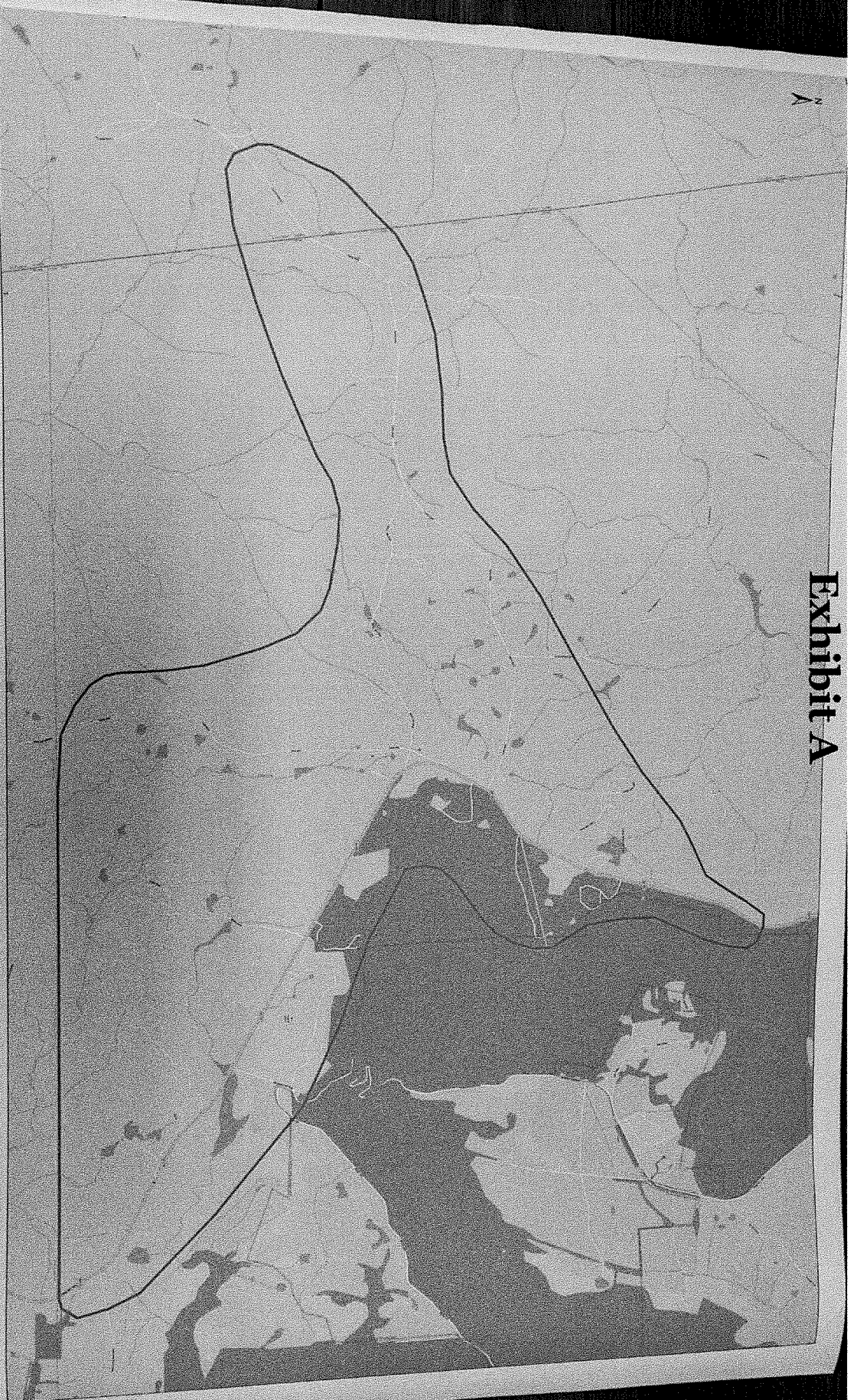
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REBECCA WOODEN, County Clerk

---

SHANNON K. WHITFIELD, Sole Commissioner

# Exhibit A



Case No. 12345  
Date: 1/15/2023



17



**RESOLUTION R-046-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO SET THE COMPENSATION FOR THE WALKER COUNTY CORONER**

**WHEREAS**, the Georgia General Assembly enacted a Local Act (Ga. Law 1965, p. 2710) that established the salary to be paid to the Walker County Coroner; and

**WHEREAS**, the Local Act has been amended from time to time; and

**WHEREAS**, the County is responsible for payment of the Coroner's salary; and

**WHEREAS**, the annual salary of the Coroner is budgeted for the 2020-2021 fiscal year to be \$28,146.30; and

**WHEREAS**, Voters elected Billy Sims as Coroner on November 3, 2020, and he will become the County Coroner effective January 1, 2021;

**THEREFORE, BE IT RESOLVED** by Shannon Whitfield, the Sole Commissioner of Walker County, Georgia, that Billy Sims shall be paid a monthly salary of \$2,345.53 for his services rendered as County Coroner, based upon an annualized salary of \$28,146.30.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

---

REBECCA WOODEN, County Clerk

---

SHANNON K. WHITFIELD, Sole Commissioner



**RESOLUTION R-047-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO  
DECREASE THE SUPPLEMENT PAY TO SENIOR STATE COURT JUDGE C.  
DONALD PEPPERS**

**WHEREAS**, Senior State Court Judge C. Donald Peppers (“Judge Peppers”) has provided many years of service to the County by serving as the State Court Judge, and continues to serve as the Senior State Court Judge; and

**WHEREAS**, pursuant to O.C.G.A. Section 47-23-106(b), Senior State Court Judge Peppers receives a monthly supplement instead of his previous salary as State Court Judge; and

**WHEREAS**, Judge Peppers has requested that the dollar amount of his monthly supplement be reduced from the current amount of \$3,000.00 to \$2,000.00, in consideration of the supplement not being reduced, terminated, or otherwise modified in the future without his consent. In addition, if the County breaches the terms of this resolution, then the maximum dollar amount that the County shall be liable to pay Judge Peppers is five times his annual supplement of \$24,000.00, for a total of \$120,000.00; and

**WHEREAS**, the County is agreeable to, and appreciative of, Judge Peppers’ request;

**THEREFORE, BE IT RESOLVED** by Shannon Whitfield, the Sole Commissioner of Walker County, Georgia, that the monthly supplement paid by the County to Judge Peppers effective January 1, 2021 shall be reduced to \$2,000.00. The supplement shall not be reduced, terminated, or otherwise modified in the future without the consent of Judge Pepper. If the County breaches the terms of this resolution, then the maximum dollar amount that the County shall be liable to pay Judge Peppers is five times his annual supplement of \$24,000.00, for a total of \$120,000.00.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

---

REBECCA WOODEN, County Clerk

---

SHANNON K. WHITFIELD, Sole Commissioner



SHIP TO

WALKER COUNTY E 911  
10054 N HWY 27  
ROCK SPRING, GA 30739

BILL TO

WALKER COUNTY E911  
PO BOX 445  
LA FAYETTE, GA 30728

PURCHASE ORDER  
NO. 2021-00000380

DATE 12/07/2020

VENDOR 63230 GEOCONEX CORP

CONTACT

GEOCONEX CORP  
6923 MAYNARDVILLE PIKE  
KNOXVILLE, TN 37918

DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Computers - Zetron Max phone system for 911 Center (SPLOST)	\$190,381.0000	\$190,381.00
			<b>TOTAL DUE</b>	<b>\$190,381.00</b>

APPROVED BY \_\_\_\_\_

SPECIAL INSTRUCTIONS

Empty box for special instructions.



GeoConex Corporation  
 6923 Maynardville Pike PMB #109  
 Knoxville, TN 37918

# Invoice

Date	Invoice #
10/8/2020	3734

Bill To
Walker County E-911 PO Box 445 Lafayette, GA 30728

Ship To
Walker County E-911 10054 N Hwy 27 Lafayette, GA 30739

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		10/8/2020			

Item Code	Description	Price Each	Quantity	Amount
ZETRON/MAXCallTake/8...	ZETRON MAX Call Taking System - Hardware replacement 905-0537 MAX Call Taking Upgrade Core Controller Bundle - 1 950-1284 48 Port POE 10/100/1000 Rack Mount Switch - 2 950-1162 MAX Call Taking Gateway, 12 Port CAMA (Patton) Includes surge protection block and modules for 4 ports. - 2 950-1160 MAX Call Taking Gateway, 12 port FXO (Patton) - 2 709-7890 Gateway to Punch Block Y-cable (1 for every 2 Patton FXS or FXO Gateways) - 1 905-0525 MAX Call Taking 2U Audible Stack Light w/PS and Ethernet I/O - 1 950-1399 Moxa Rs232 Serial Device with Din Rail Kit - 4  905-0422 MAX Call Taking Work Station Bundle (With PC) - 1 Position: 1 Operator Workstation PC, 1 Media nDock, 1 Speaker, 1 Power Supply, and 1 SIP Telephone. Licenses: 1CT Workstation nLicense. All manuals are included in soft copy format with MAX Software. 930-0249 MAX Call Taking TDD License - 1 930-0250 MAX Call Taking Event Recall (IRR) License - 1930-0252 MAX Call Taking PBX SIP Phone License (Per Phone) - 1 930-0342 MAX Call Taking i3 Integrated Text-to-9-1-1 License - 1 Requires State ESInet.  950-1082 Dual Prong Headset Jackbox Option; Single Volume Control - 8 950-9439 Telephone/Radio Headset Interface (TRHI)(for all models) - 8 950-1350 Polycom VVX 201, 2 Line VoIP Phone - 8 950-0454 Wireless Headset, 6-Wire, Noise Canceling (comes with 2 batteries) - 8 802-0115 Headset Top, Noise Cancelling - 16 802-0672 Handset, w/PTT, 9' coiled cord - 8  950-9351 Connectorized Punch Down Block - 1 709-0004 25-Pair Cables, RJ-21, M-F, 10ft - 1	176,639.00	1	176,639.00

**Total**

Phone #	865.686.0411	Fax #	865.686.0046
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GeoConex Corporation  
 6923 Maynardville Pike PMB #109  
 Knoxville, TN 37918

# Invoice

Date	Invoice #
10/8/2020	3734

Bill To
Walker County E-911 PO Box 445 Lafayette, GA 30728

Ship To
Walker County E-911 10054 N Hwy 27 Lafayette, GA 30739

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		10/8/2020			

Item Code	Description	Price Each	Quantity	Amount
	950-1369 MAX Call Taking Upgrade Workstation License - 7 950-1337 MAX Solutions Win10 Workstation - 8 950-0884 Speakers Single (cable separate) - 7 901-9691 Media Dock XS - 7 802-0692 Power Supply, Desktop 60W - 7 416-0012 AC Power Cord (North America) - 7 802-1218 MAX Call Taking IP I/O - 1 802-2311 23" Widescreen LCD Monitor - 9			
	XMP-0343-EBS MAX-PSP Extended Service Plan - 8 positions for one (1) year Price is for workstation seats 1 year Software services, 1 year Hardware, After Hours Phone support and 5 year membership in the Zetron MAX Users Group, per position per year. XMP-0343-MIS MAX-PSP Management Information System - one (1) year Extended Service Plan 1 year Software services, After Hours Phone Support			
	Subtotal			176,639.00
ZETRON/Inst/ALICon/01....	Installation service for ZETRON MAX 911 phone system	950.00	15	14,250.00
T&E/T&E/N/STANDR/N/...	Travel and Lodging Expenses	200.00	10	2,000.00
HDW/SHP/SHIPPING/01....	Shipping	1,492.00	1	1,492.00
ZETRON/WarServ/onsite/...	Annual Cost - Onsite Service on ZETRON E-911 phone system	4,500.00	1	4,500.00
	Subtotal ZETRON MAX E911 Telephone System Installation			22,242.00
HDW/MSC/OTHER/01.01...	Hardware Other network supplies	500.00	1	500.00
	Subtotal Hardware			500.00
One Time Discount	GeoConex One Time Discount	-9,000.00		-9,000.00

**Total** \$190,381.00

Phone #	865.686.0411	Fax #	865.686.0046
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**SHIP TO**

WALKER COUNTY E 911  
10054 N HWY 27  
ROCK SPRING, GA 30739

**BILL TO**

WALKER COUNTY E911  
PO BOX 445  
LA FAYETTE, GA30728

**REPRINT PURCHASE  
ORDER  
NO. 2021-00000427**

**DATE 12/14/2020**

**VENDOR 1955 SBFI NORTH AMERICA**

**CONTACT**

SBFI NORTH AMERICA  
123 LYMAN ST  
ASHEVILLE, NC 28801

**DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS**

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
8.0000	EA	Capital - Other Equipment - new E-911 Dispatcher Control Consoles (SPLOST)	\$8,637.1300	\$69,097.04
			<b>TOTAL DUE</b>	<b>\$69,097.04</b>

APPROVED BY \_\_\_\_\_

SPECIAL INSTRUCTIONS

Quotation No 040262 r6

Mr. Curtis Creekmur  
Walker County 911 Call Center  
10054 N Highway 27  
Rock Spring, GA 30739



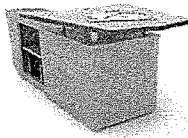
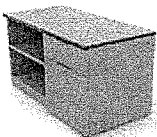
461 Park Avenue South, 10th Floor  
New York, NY 10036  
Tel (212) 840-3322

August 4, 2020

Re: Walker County 911 Call Center - Equinox Console

Dear Mr. Creekmur,

We are pleased to submit our quotation for the manufacture, delivery and installation of 8 Equinox consoles as listed below.

#	Description	Qty	Unit Price	Total Price	
1	<b>Aspect Equinox Control Console</b> - 108" W X 44" D - IT cable undertray - Standard laminate worksurface with 3mm edge - Linear worksurface - Integral cable management - Front stabilizing feet <b>Hinged Ergonomic CPU Access Doors - Front and Rear Access</b> <b>Rack Mount CPU Tray - For Motorola Rack Unit and Speaker System</b> <b>Laminate End Panel</b> - 24" x 24" x 1-1/8" - Laminate with 3mm edge <b>Electric Height Adjustment</b> - 4 x electric leg, 2 x control boxes, cables, digital controller - 600 lb lift capacity <b>Anaconda Cable Manager for Height Adjustable Desk</b> - 2x anaconda <b>Internal PC Shelf</b> - Raised PC shelf to safely raise the PC up off the ground	8	\$5,214.00	\$41,712.00	
<b>Monitor Arms</b>					
2	<b>SBFI Axiom Monitor Arm</b> - Fully articulating Axiom monitor arm with top-loading Vesa plate - Quick release - Includes arm stop - Includes new tariffs	36	\$154.00	\$5,544.00	
3	<b>Axiom Post - Single Tier</b> - Vertical support post with quick release bracket - 400mm (16") post height - Mounted on rear monobeam	15	\$50.00	\$750.00	
4	<b>Axiom Worksurface Post with Wire Management Grommet - Single Tier</b> - Vertical support post for Axiom monitor arms - 400mm (or 16") post height - Mounted through worksurface - Includes a wire management grommet	2	\$75.00	\$150.00	
5	<b>Wire Management Grommet</b> - Wire management grommet as placeholder for future expansion of monitor post	14	\$22.50	\$315.00	
<b>Storage</b>					
6	<b>Mid Storage Unit for Dual Console</b> - Laminate to match worksurface - Fits between consoles - Shared Work top - 2 x File / File Pedestals - 2 x Bookcase		3	\$1,750.00	\$5,250.00
7	<b>Box/File Side Shelf Unit</b> - Laminate to match worksurface - Adjustable Shelf		3	\$475.00	\$1,425.00
<b>Electrics</b>					
8	<b>In-Desk Power</b> - 12 outlet power strip - Includes 6ft cord - Mounted into cable tray with quick connect clips	16	\$129.00	\$2,064.00	
9	<b>Fuse</b> - 2 Power - 4 USB	8	\$149.00	\$1,192.00	
			<b>Materials Total</b>	<b>\$57,210.00</b>	

<b>Floor Layout</b>	NIC
<b>Freight</b> - Dedicated Carrier Direct from manufacturing facility to Walker County, GA	\$2,575.00
<b>Delivery / Offload / Installation - 1 Phase</b> - Delivery/Offload on STRAIGHT TIME - Installation on STRAIGHT TIME - SBF Labor	\$8,570.00

Sub Total	\$68,355.00
LaFayette, GA Sales Tax @ 8.0%	\$5,468.40
<b>Grand Total (E&amp;OE)</b>	<b>\$73,823.40</b>

N/A

Options	Qty	Unit Price	Total Price
<b>Task Light</b> - Wave light - Custom mount to attach to monitor post			
O/1	8	\$295.00	\$2,360.00

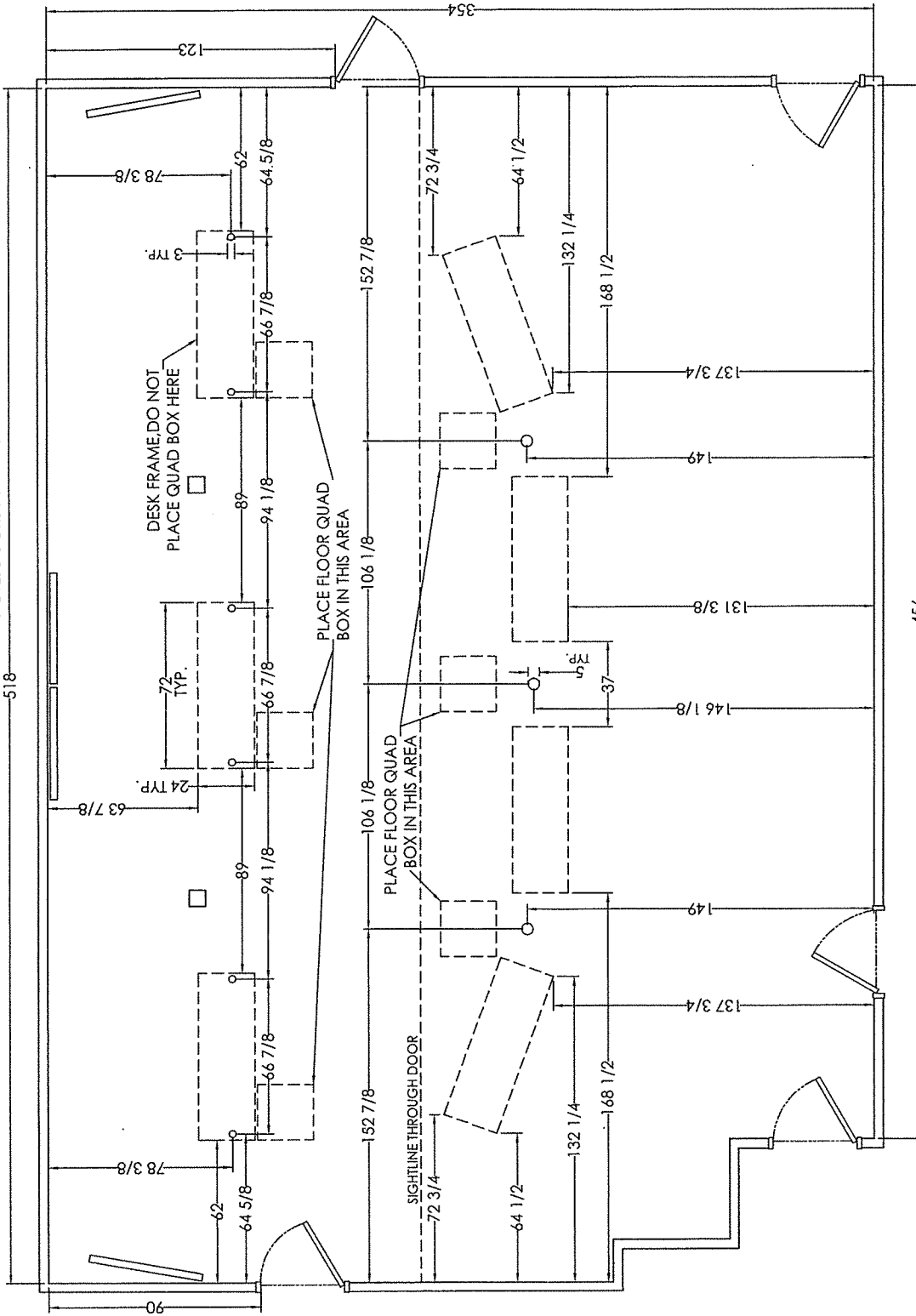
**Worksurface and panel pricing is valid for standard, non-directional laminate only.  
Price is subject to change if a non-standard or directional laminate is selected**

Payment Terms and Conditions: 50% Deposit - 40% on Delivery - 10% on Completion

Yours Sincerely

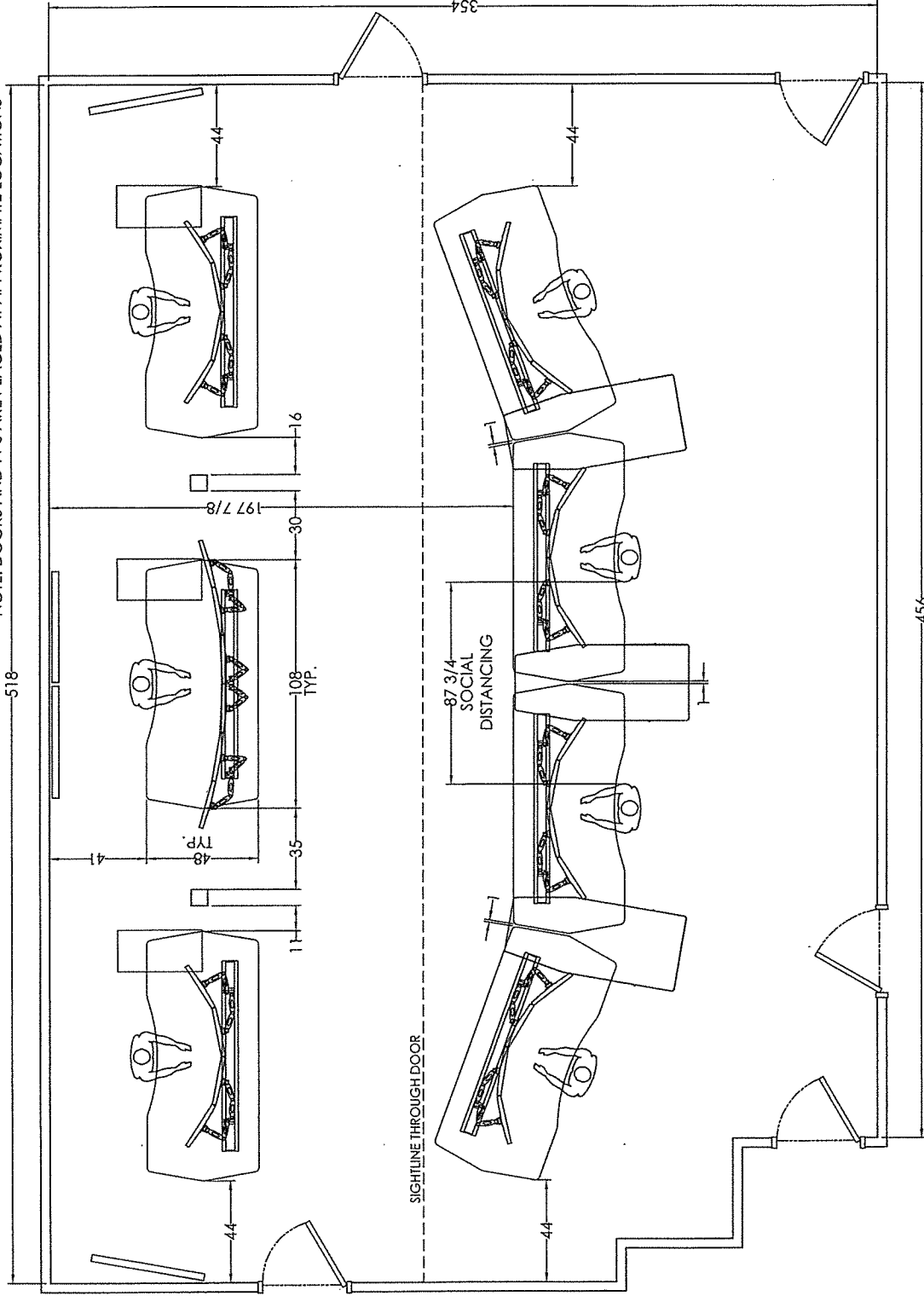
**Jennifer Taylor**  
Senior Interiors Account Executive

NOTE: DOORS AND TV'S ARE PLACED AT APPROXIMATE LOCATIONS



	<b>REV DESCRIPTION</b> A ORIGINAL B ADDED DESK FRAME LOCATIONS 08/18/20	This drawing is part of a bid proposal and is not to be used for any other purpose without the written consent of SERRING HOUSE.	<b>CLIENT APPROVAL</b> DATE APPROVED	<b>CLIENT</b> 40262 WALKER COUNTY 911	<b>DWG VIEW</b> FLOOR PLAN - CORE LAYOUT	DRAWN BY JWW	DATE 08-12-20
						ISS B	PART NO. DP40262-FL2-00
123 Lyman St. Asheville, NC 28801 Tel: (828) 251-9847 www.SHRH.com	© SERRING HOUSE Do not scale or use drawing as a template	Copyright of this drawing is reserved by SERRING HOUSE. It is issued on the condition that it is not to be used for any other purpose without the written consent of SERRING HOUSE.	CONFIGURATION EQUINOX	SHEET 1 OF 1			

NOTE: DOORS AND TV'S ARE PLACED AT APPROXIMATE LOCATIONS



<b>SBFI GROUP</b> 133 Lyman St. Asheville, NC 28801 Tel: (828) 251-9847 www.SBFI.com	<b>REV DESCRIPTION</b> A ORIGINAL B MOVED DESK POSITIONS 07/31/20	This drawing is part of a design proposal and is not to be used for construction without the design firm's written approval.	<b>CLIENT APPROVAL</b> DATE APPROVED	<b>CLIENT</b> 40262 WALKER COUNTY 911	<b>DRAWN BY</b> JWW	<b>DATE</b> 07-30-20
	Copyright of this drawing is reserved by SBFI. It is issued on the condition that it is not to be reproduced, stored in a retrieval system, or used in any way without the consent in writing of SBFI.	<b>CONFIGURATION</b> EQUINOX	<b>DWG VIEW</b> FLOOR PLAN - DESK LAYOUT	<b>PART NO.</b> DP40262-FL2-00	<b>ISS</b> B	<b>SHEET 1 OF</b>



**SHIP TO**

WALKER CO COMMISSIONER'S OFFICE  
101 S DUKE ST  
LA FAYETTE, GA30728

**BILL TO**

WALKER CO COMMISSIONER'S OFFICE  
PO BOX 445  
LA FAYETTE, GA30728

**REPRINT PURCHASE  
ORDER  
NO. 2021-00000430**

**DATE 12/14/2020**

**VENDOR 1709 NORTH GEORGIA SALES CENTER**

**CONTACT**

NORTH GEORGIA SALES CENTER  
29 WHEELER ROAD  
LA FAYETTE, GA30728

**DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS**

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles - used - 2013 Chevy Express Van G-1500 (Corner's Office)	\$18,500.0000	\$18,500.00
			<b>TOTAL DUE</b>	<b>\$18,500.00</b>

APPROVED BY \_\_\_\_\_

SPECIAL INSTRUCTIONS
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**BILL OF SALE**

DATE: 12/11/2020

STOCK #: 0475P

<b>BUYER INFORMATION:</b>		<b>SELLER INFORMATION:</b>	
WALKER COUNTY COMMISSIONER 101 S. DUKE ST./P.O. BOX 445 LA FAYETTE, GA 30728 COUNTY: WALKER		NORTH GEORGIA SALES CENTER 29 WHEELER RD LA FAYETTE, GA 30728 706-638-2925	
HOME: CELL: 423-619-1912	WORK: 706-638-1437	SALESPERSON: TODD DILBECK	
D.L./STATE ID #:	STATE: GA EXP. DATE:		
D.O.B.:			

**VEHICLE INFORMATION:**

YEAR: 2013	COLOR 1: RED	VIN: 1GCSGAF40D1170475	STOCK: 0475P
MAKE: CHEVROLET	COLOR 2: RED	STYLE:	CYL: 8
MODEL: EXPRESS G1500	BODY: 3DR	MILEAGE: 15,500	TRANS: AUTO

<b>TRADE-IN INFORMATION:</b>		<b>SETTLEMENT</b>	
YEAR: COLOR:	MILEAGE:	VEHICLE PRICE	18,500.00
MAKE: MODEL:	BODY:		N/A
VIN: OWNER:		Subtotal	18,500.00
BALANCE OWED TO:		SALES TAX:	N/A
BALANCE OWED: \$ 0.00	GOOD THROUGH:	Tag and Title Fee:	N/A
ALLOWANCE: \$ 0.00	QUOTED BY:	Payoff on Trade-in:	N/A

**INSURANCE INFORMATION:**

COMPANY: POLICY #:

AGENT:

PHONE:

**LIEN HOLDER INFORMATION:**

COMPANY:

STREET:

CITY, STATE, ZIP:

**REMARKS:**

**WARRANTY DISCLAIMER:**

Unless Seller provides a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is being sold "AS IS - WITH ALL FAULTS" and Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This disclaimer does not affect any warranties by the vehicle manufacturer. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle and the related products and services.

TRADE-IN ALLOWANCE	N/A
DEPOSIT	N/A
DOWN PAYMENT	18,500.00
<b>TOTAL CREDIT</b>	<b>18,500.00</b>
<input checked="" type="checkbox"/> Cash <input type="checkbox"/> Finance	<b>BALANCE DUE</b>
	0.00

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

**CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Buyer, by signing below and initialing Page 2 as indicated, acknowledges that they have read both pages of this Bill of Sale (the "Agreement"), and have received a true copy of this Agreement.

X Todd Dilbeck 12/11/2020 Accepted by Authorized Representative of Seller Date  
 X Marcus K. [Signature] 12/11/2020 Buyer Date  
 X \_\_\_\_\_ Co-Buyer Date

SHIP TO

WALKER COUNTY E 911  
10054 N HWY 27  
ROCK SPRING, GA 30739

BILL TO

WALKER COUNTY E911  
PO BOX 445  
LA FAYETTE, GA30728

REPRINT PURCHASE  
ORDER  
NO. 2021-00000466

DATE 12/23/2020

VENDOR 60132 MOTOROLA SOLUTIONS INC

CONTACT

MOTOROLA SOLUTIONS INC  
P O BOX 404059  
ATLANTA, GA30384

DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
70.0000	EA	Capital - Other Equipment - Motorola APX6000 P25 portable radios for law enforcement	\$3,960.7100	\$277,249.70
45.0000	EA	Capital - Other Equipment - Motorola APX6000 P25 XE portable radios for Fire Dept.	\$4,824.3400	\$217,095.30
			<b>TOTAL DUE</b>	<b>\$494,345.00</b>

APPROVED BY \_\_\_\_\_

SPECIAL INSTRUCTIONS
----------------------

**SHIP TO**

WALKER COUNTY E 911  
10054 N HWY 27  
ROCK SPRING, GA 30739

**BILL TO**

WALKER COUNTY E911  
PO BOX 445  
LA FAYETTE, GA30728

**REPRINT PURCHASE  
ORDER  
NO. 2021-00000467**

**DATE 12/23/2020**

**VENDOR 60132 MOTOROLA SOLUTIONS INC**

**CONTACT**

MOTOROLA SOLUTIONS INC  
P O BOX 404059  
ATLANTA, GA30384

**DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS**

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Other Equipment - Motorola Astro 5 Site Repeater System for 911 Communications	\$1,000,000.0000	\$1,000,000.00
<b>TOTAL DUE</b>				<b>\$1,000,000.00</b>

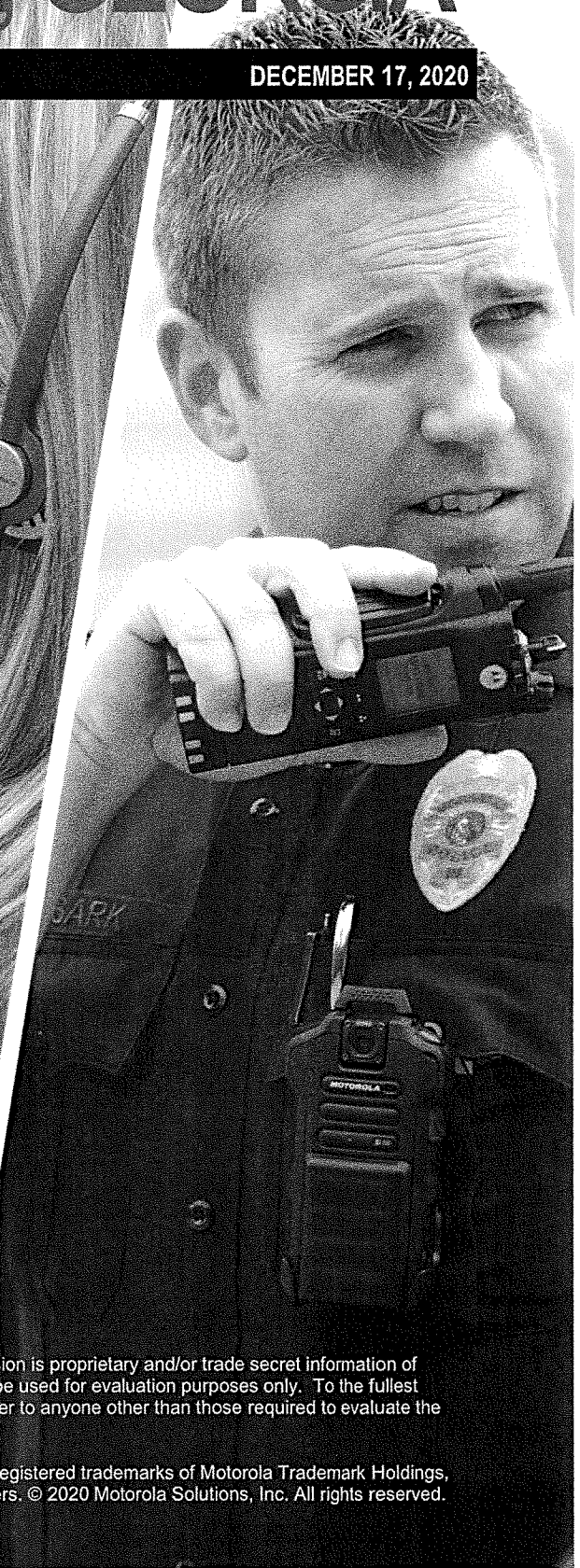
APPROVED BY \_\_\_\_\_

SPECIAL INSTRUCTIONS
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# COUNTY, GEORGIA

ASTRO 25 SITE REPEATER SYSTEM

DECEMBER 17, 2020



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December 17, 2020

Curtis Creekmur  
10054 US 27  
Rock Springs, GA 30739

Subject: Proposal for Walker County ASR Site

Dear Director Creekmur:

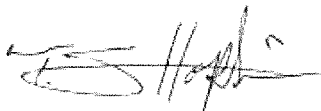
Motorola, Inc. ("Motorola") is pleased to present Walker County with this proposal. The development of this proposal provided us an opportunity to evaluate our current mutual business and further explore the means by which we can fulfill the county's communications needs.

As the industry's premier supplier of radio and integrated solutions, Motorola possesses many unique capabilities. These capabilities allow us to offer our customers effective solutions to their complex business problems. Our primary goal is to provide Walker County with a solution that improves the safety level of your employees and citizens. Simultaneously, we are committed to contributing to the county's increased productivity and organizational profitability, while always ensuring customer satisfaction.

Questions or inquiries may be addressed to Daniel Forshaw at 678.430.6498.

We look forward to your positive review of our proposal, to subsequent discussions, and to helping Walker County achieve its communications goals and objectives.

Sincerely,  
MOTOROLA SOLUTIONS, INC.



Scott Hopkins

Territory Vice President NC, SC, and GA

# TABLE OF CONTENTS

## Section 1

System Description .....	1-1
1.1 Introduction.....	1-1
1.2 Design Overview .....	1-1
1.3 System Design .....	1-1
1.3.1 System Overview.....	1-1
1.3.2 Site Equipment .....	1-2
1.4 NOKIA Microwave Link.....	1-2
1.5 Subscriber radios.....	1-3
1.5.1 Portable Type 1: APX 6000 P25 Portable Radio Model 2.5 .....	1-3
1.5.2 Portable Type 2: APX 6000 P25 Portable Radio Rugged Version (XE).....	1-4
1.6 Coverage.....	1-4

## Section 2

Statement of Work .....	2-1
2.1 Overview .....	2-1
2.2 Assumptions.....	2-1
2.3 Contract.....	2-1
2.3.1 Contract Award (Milestone).....	2-1
2.3.2 Contract Administration .....	2-2
2.3.3 Project Kickoff.....	2-2
2.4 Contract Design Review .....	2-2
2.4.1 Review Contract Design .....	2-2
2.4.2 Design Approval (Milestone).....	2-3
2.5 Order Processing.....	2-4
2.5.1 Process Equipment List .....	2-4
2.6 Manufacturing and Staging.....	2-4
2.6.1 Manufacture Motorola Fixed Network Equipment .....	2-4
2.6.2 Manufacture Motorola Subscribers .....	2-4
2.6.3 Manufacture Non-Motorola Equipment .....	2-5
2.6.4 Ship to Field.....	2-5
2.7 Subscriber PROGRAMMING.....	2-5
2.7.1 Ship Acceptance (Milestone) .....	2-5
2.8 Develop Fleetmap .....	2-5
2.8.1 Develop Templates.....	2-6
2.9 Civil Work .....	2-6
2.9.1 Site Development at Crescent Drive Site .....	2-6
2.10 Civil Work .....	2-11
2.10.1 Site Development at Taylors Ridge Site.....	2-11
2.11 System Installation .....	2-14

- 2.11.1 Install Fixed Network Equipment..... 2-14
- 2.11.2 Fixed Network Equipment Installation Complete ..... 2-14
- 2.11.3 Console Installation..... 2-14
- 2.11.4 Microwave Installation..... 2-15
- 2.11.5 System Installation Acceptance (Milestone) ..... 2-15
- 2.12 System Optimization..... 2-16
  - 2.12.1 Optimize System FNE..... 2-16
  - 2.12.2 Link Verification ..... 2-16
  - 2.12.3 Completion Criteria: ..... 2-16
  - 2.12.4 Optimization Complete..... 2-16
- 2.13 Training ..... 2-16
  - 2.13.1 Perform Training ..... 2-16
- 2.14 Acceptance Testing ..... 2-17
  - 2.14.1 Perform Functional Testing ..... 2-17
  - 2.14.2 Perform Coverage Testing ..... 2-17
  - 2.14.3 System Acceptance Test Procedures (Milestone) ..... 2-17
- 2.15 Finalize ..... 2-18
  - 2.15.1 Resolve Punchlist ..... 2-18
  - 2.15.2 Transition to Service/Project Transition Certificate ..... 2-18
  - 2.15.3 Finalize Documentation ..... 2-18
  - 2.15.4 Final Acceptance (Milestone) ..... 2-18
- 2.16 Project Administration..... 2-19
  - 2.16.1 Project Status Meetings ..... 2-19
  - 2.16.2 Progress Milestone Submittal..... 2-19
  - 2.16.3 Change Order Process ..... 2-19

**Section 3**

- Service/Warranty ..... 3-20

**Section 4**

- Pricing Summary ..... 4-1

**Section 5**

- Contractual Documentation..... 5-1

**Section 6**

- Microwave Feasibility Report ..... 6-1



# SYSTEM DESCRIPTION

## 1.1 INTRODUCTION

Motorola Solutions' offering for an ASTRO 25® Repeater Site System (ASR) Offering will enhance the ability of Walker County and the City of Lafayette (County/City) first and secondary responders to safely perform their critical functions and ultimately improve the quality of communications within the City of Lafayette for its citizens and visitors. The new ASR System will be a 5 Channel 700 MHz Project 25 radio system providing reliable communications within the City to enable a greater level of interoperability with Tennessee Valley Radio Communications System (TVRCS) and the neighboring P25 systems in the region.

## 1.2 DESIGN OVERVIEW

At the request of Walker County and the City of Lafayette, Georgia, Motorola Solutions, Inc. is pleased to provide the following proposal for a ASTRO® 25 Repeater Site System (ASR). The proposed ASR System will provide Walker County with a single-site, five-channel 700 MHz digital radio system that will tie into the TVRCS Core. The design includes five transmit and receive channels with new Antenna and Transmission Lines; Motorola will erect a new 180-foot self supported Tower; and a new 12 x10 Motorola Standard Building (MSB) with 35 KW Outdoor Generator at Crest Drive Tower site. The ASR system will be connected to the TVRCS System via a new 11GHz Microwave Link to Taylor Ridge Tower Site.

## 1.3 SYSTEM DESIGN

The overall plan is to use the Tennessee Valley Radio Communication System (TVRCS) existing Core Site to minimize the overall cost of ownership for Walker County and the City of Lafayette new ASTRO 25® Repeater Site Communication System. Motorola will provide a microwave hop from the Crest Drive Tower Site to TVRCS Taylor Ridge Site to facilitate the interface to TVRCS Core Site.

Leveraging TVRCS Core Site reduces the Total Cost of Ownership to the County and City.

### 1.3.1 System Overview

An ASTRO® 25 repeater site system with a GTR 8000 Expandable Site Subsystem is a single-solution, RF communication site designed to optimize channel capacity requirements operating in the 700 MHz frequency band.

The GTR 8000 Expandable Site Subsystem in an ASR set up is a single trunked site, with one (1) active control channel and five (5) voice channels at the site. Voice traffic is routed from each of the base radios to the system and is repeated by the base radios to support your subscribers. Data traffic is routed to the GCP 8000 Site Controller. The site controller



routes these packets upstream to the zone controller located at TVRCS for further processing and routing.

The GTR 8000 Expandable Site Subsystem is an integrated open rack or cabinet that consists of five (5) GTR 8000 Base Radios (transceiver module, power amplifier module, fan module and power supply module for each of the 5 transmission channels). It will also contain the GCP 8000 Site Controller modules, GGM 8000 Gateways, and Radio Frequency Distribution System (RFDS) equipment. This configuration provides a major advantage in terms of reduced site cabling and costs.

Motorola is proposing a 5-channel 700MHz trunked ASTRO 25® Repeater site for Walker County and the City of Lafayette.

The ASTRO 25® Repeater Site includes the following major components:

- (2) Two Redundant Remote site controllers
- (5) Five GTR8000 ASTRO25 Site Repeaters
- (2) Two Routers
- (2) Switches
- (1) One 6-port Combiner
- (1) One Receiver Multicoupler with Tower Top Amplifier
- (1) Transmit Antenna and Transmission Line
- (1) Receive Antenna and Transmission Line

### 1.3.2 Site Equipment

Motorola performed Site Walks to determine that optimally it would be best for Walker/Lafayette to build their own tower and install a new building to house the new ASR system at the Crest Drive Site. The purpose of proposing a new tower and building is to eliminate the reoccurring cost of leasing tower space and the cost of making modifications on the Crown Castle Peavine Tower.

Motorola is proposing to Walker/Lafayette the following:

- 180 Foot Self Supported Tower
- 12 x 10 Motorola Standard Building w/ 35 KW Outdoor Generator

## 1.4 NOKIA MICROWAVE LINK

Motorola is proposing a microwave link connecting Walker County to the TVRCS network. The microwave link is from the new Crest Drive Tower site to Taylor Ridge Tower Site. This link will provide a single 4.27-mile path to tie Walker County, Crest Drive Tower Site into the TVRCS Core. TVRCS has instructed Motorola, that Multipleprotocol Label Switching (MPLS) will not be required for this single microwave hop for connectivity into TVRCS Core. Therefore, Motorola has not included MPLS for the proposed microwave link. Motorola is providing the Nokia Wavence all indoor hot-standby protected 11 GHz radios. RFS antennas, waveguide, dehydrator and Ice shields are included. All microwave and engineering, frequency coordination, installation, turn up and testing are also included.

The proposed microwave link will provide 5-9's reliability, a minimum of 100 Mbps, 33 dB fade Margin and fixed modulation. This microwave solution meets the same requirements as specified for the TVCRS system with the exception of MPLS.



Motorola did not perform any physical path surveys of the Crest Drive Tower to Taylor Ridge Tower Microwave Link. Included with this proposal is the preliminary paper path feasibility report. Until a physical path survey is performed the information is subject to change.

The microwave link assumptions are as follows:

1. The solution will provide over 100 Mbps to be used by the radio system.
2. The County/City will provide towers/tower space on both sides of the link. For the Crest Drive Tower a 3' dish will be required to be mounted at the 80' level of the tower with associated cabling and for the Taylors Ridge Site a 3' dish will need to be mounted at the 95' level with associated cabling.
3. Each tower is physically capable of mounting one (1) 3ft. dish and associated cabling.
4. The County/City will provide the FCC license for path.
5. Motorola will be responsible for the physical installation of all associated RF radios, lightning protection, surge suppression, cabling and connectors for the Motorola microwave equipment and associated antennas.
6. Motorola has priced in spares for the microwave equipment.
7. Configuration of the microwave equipment will be the responsibility of Motorola
8. The Motorola microwave solution is SNMP compliant and no element management system was proposed in this solution.

## 1.5 SUBSCRIBER RADIOS

Motorola is proposing the APX 6000 P25 Portable Subscribers as requested by Walker County and the City of Lafayette to meet the needs of the Law Enforcement and Fire Rescue. Each Motorola Solutions APX 6000/6000XE Radio is equipped with a 3-Watt speaker, 3 integrated microphones and Adaptive Audio Engine. This changes the level of noise suppression, microphone gain, windporting and speaker equalization to produce clear and loud audio in any environment. In addition to the talk group selector, volume control, power switch, emergency button and PTT button, all APX portable radios include up to 3 additional programmable side buttons. Each APX radio is ready for use in unpredictable environments. Motorola Solutions' extensive Accelerated Life Testing ensures that all equipment exceeds expectations to provide our customers with a rugged, robust and reliable solution with a water-tight seal, drop-resistant dual battery latch, pressure-tested tempered glass display, and a shock-absorbing aluminum alloy endoskeleton.

The subscriber types are as follows:

### 1.5.1 Portable Type 1: APX 6000 P25 Portable Radio Model 2.5

As per the request of Walker County and the City of Lafayette, Motorola is proposing seventy (70) APX 6000 P25 Portable Radio, Model 2.5 for Law Enforcement. The Model 2.5 has the following capabilities and features:

- ASTRO Digital CAI Operation
- TDMA
- Over the Air Programming (POP25)
- Multi-key Encryption Option

- AES and ADP Encryption
- Black Housing
- Remote Speaker Mic
- Single Unit Charger IMPRES 2
- 3400 MAH IP67\* IMPRES 2 Li-ION Battery
- 3 Year Essential Service

## 1.5.2 Portable Type 2: APX 6000 P25 Portable Radio Rugged Version (XE)

As per the request of Walker County and the City of Lafayette, Motorola is proposing forty-five (45) APX 6000 P25 Portable Radio, Model XE for Fire and Rescue. The Model XE has the following features for each radio:

- ASTRO Digital CAI Operation
- TDMA
- Over the Air Programming (POP25)
- Multi-key Encryption Option
- AES and ADP Encryption
- Impact Green Housing
- Remote Speaker Mic XE
- Single Unit Charger IMPRES 2
- Digital Tone Signaling
- 3100T MAH IP68\*\* IMPRES 2 Li-ION Battery
- 3 Year Essential Service

\* IP67 rated, which means withstanding submersion in one meter of fresh water for 30 minutes.

\*\* IP68 rated, which means withstanding submersion in two meters of water for up to four hours.

Motorola has been instructed by the County/City not to include programming or Fleetmap template development because that will be the responsibility of the County/City to work with TVRCS.

## 1.6 COVERAGE

This proposal does not include a Coverage guarantee. Therefore, no coverage prediction maps have been included and no Coverage Acceptance Testing (CATP) will be performed. As part of system implementation and optimization Motorola will perform hardware functional testing of the system, but this will not include a formal CATP nor will it constitute a pass/fail assessment of the resultant coverage.

# STATEMENT OF WORK

## 2.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Walker County the tasks described herein will be performed by Motorola, its subcontractors, and Walker County to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and the customer during the project implementation.

Specifically, this SOW provides:

- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure successful project implementations. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

## 2.2 ASSUMPTIONS

Motorola has based the system design on information provided by Walker County and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Walker County revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- 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 the Walker County system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola assumes that the County/City already has a MOU in place to tie into TVRCS Core via the Microwave hop that will tie into TVRCS microwave system.

## 2.3 CONTRACT

### 2.3.1 Contract Award (Milestone)

- The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

## 2.3.2 Contract Administration

### Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

### Customer Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

### Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

## 2.3.3 Project Kickoff

### Motorola Responsibilities:

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

### Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

### Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

## 2.4 CONTRACT DESIGN REVIEW

### 2.4.1 Review Contract Design

#### Motorola Responsibilities:

- Meet with the Customer project team.

- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work and update the contract documents accordingly.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links. (the Customer is responsible for supplying links)
- Establish demarcation point (supplied by the Motorola system engineer) to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces. (the Customer is responsible for supplying links)

**Restrictions:**

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference or adjacent channel interference due to errors in frequency coordination or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

**Customer Responsibilities:**

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Frequency Licensing and Interference:
  - As mandated by FCC, the Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging.
  - Provide the FCC "call sign" station identifier for each site prior to system staging.

**Completion Criteria:**

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

## 2.4.2 Design Approval (Milestone)

- The Customer executes a Design Approval milestone document.

## 2.5 ORDER PROCESSING

### 2.5.1 Process Equipment List

**Motorola Responsibilities:**

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

**Customer Responsibilities:**

- Approve shipping location(s).
- Provide additional storage location if needed.

**Completion Criteria:**

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

## 2.6 MANUFACTURING AND STAGING

### 2.6.1 Manufacture Motorola Fixed Network Equipment

**Motorola Responsibilities:**

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

**Customer Responsibilities:**

- None.

**Completion Criteria:**

- FNE shipped the field.

### 2.6.2 Manufacture Motorola Subscribers

**Motorola Responsibilities:**

- Manufacture the subscribers necessary for the system, based on equipment order and project schedule.





**Customer Responsibilities:**

- None.

**Completion Criteria:**

- Subscribers (mobile or portable radios) shipped to the field.

## 2.6.3 Manufacture Non-Motorola Equipment

**Motorola Responsibilities:**

- Procure non-Motorola equipment necessary for the system based on equipment order.

**Customer Responsibilities:**

- None.

**Completion Criteria:**

- Ship non-Motorola manufactured equipment to the field.

## 2.6.4 Ship to Field

- Ship all equipment needed to the Field.

## 2.7 SUBSCRIBER PROGRAMMING

**Motorola Responsibilities:**

- None

**Customer Responsibilities:**

Motorola has been instructed by the County/City not to include programming or Fleetmap template development because that will be the responsibility of the County/City to work with TVRCS .(note: Motorola is not including any programming of existing or new subscribers)

### 2.7.1 Ship Acceptance (Milestone)

- All equipment shipped to the field.

**Completion Criteria:**

- Equipment ready for shipment to the field.
- The equipment should be shipped at a customer location central to the sites.

## 2.8 DEVELOP FLEETMAP

**Motorola Responsibilities:**

- None

**Customer Responsibilities:**

Motorola has been instructed by the County/City not to include programming or Fleetmap template development because that will be the responsibility of the County/City to work with

TVRCS *.(note: Motorola is not including any fleetmap development of existing or new subscribers)*

**Completion Criteria:**

- Fleetmap requirements completed by the Customer.

## 2.8.1 Develop Templates

**Motorola Responsibilities:**

- None

**Customer Responsibilities:**

**Completion Criteria:**

- Templates completed by the Customer.

## 2.9 CIVIL WORK

### 2.9.1 Site Development at Crescent Drive Site

This is a new site proposal for the City of LaFayette, Georgia with a new 12 x 10 precast RF shelter with extended 8' generator pad so overall foundation required of 12 x 18 and 180' self supported tower including civil work for the site.

**Site Scope Summary**

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- New fenced compound/expansion size – 60-foot x 60-foot.
- Clearing type – Light.
- New power run – 200 feet, Electrical service type – Underground, 200-amp - 120/240-volt, single-phase.
- New shelter size – 12-foot x 10-foot with 8-foot generator extension of the building pad.
- New generator size – 35 kW, Type – Outdoor.
- New tower to be used for antennas – 180-foot self-supported tower.
- New tower foundation size – 37 cubic yard, Type – Mat.

**Motorola Responsibilities:**

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a site and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.



- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations.
- Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.

### Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform grubbing and disposal of vegetation in the site compound area and a 20-foot path around it (4000 square feet).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 6400 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 4356 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 240 linear feet).
- Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound (not to exceed 240 linear feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

### Site Components Installation

- Construct 1 reinforced concrete foundation necessary for a 12-foot x 10-foot shelter with extended 8' generator pad for overall shelter foundation of 18' to also support the 35 KW generator.
- Supply and install 1 prefabricated concrete shelter 12-foot x 10-foot with additional 8' extended generator pad as a part of the MSB.
- Supply and install 1 standby power generator (35 kW) located within 10 feet of the ATS, including interconnection wiring between the generator, transfer switch, and site electrical service mains.
- Supply and install 1 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 200 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Conduct 1 three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of City of LaFayette, Georgia.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

### Tower Work

- Construct mat type tower foundations including excavation, rebar and concrete (not to exceed 37 cubic yards).
- Erect new 180-foot self-supported tower.
- Supply and install grounding for the tower base for self-supported towers

### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Install up to 210 linear feet of 1/2-inch transmission line.
- Install up to 210 linear feet of 7/8-inch transmission line.
- Install up to 200 linear feet of 1-1/4-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

### Miscellaneous Work

- Segmented Trailer and Crane to relocate the shelter off the over the road semi trailer to a segmented trailer and strap down and short nose tractor to pull the segmented trailer up the mountain.
- Additional Earth work and grading on the mountain for the compound.
- Loader required to pull concrete trucks up and down mountain. Loader and dozer required to pull crane and segmented trailer with shelter up and down the mountain road to access the site compound as well as 4x4 wheel drive ATV drill rig for geo-

testing and additional loader for use to keep road in good condition to access the site as required.

- Transportation of tower steel to top of mountain site.
- Relocate existing gates for ease of entrance into the site.

#### Customer Responsibilities:

- **If required**, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- **As applicable**, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the **Customer's responsibility**.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees.
- Review and approve site design drawings within 14 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 14 calendar days from the date of submittal.
- Pay for the usage costs of power, leased lines and generator fueling (except first fill) both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708
- As required, provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering at county owned sites.
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power.
- Conduct all the testing and documentation (balloon tests, photo simulations, zoning application, expert testimony, zoning drawings etc.) required for the zoning the proposed new tower sites **if required**.
- Secure power connection to the site of a meter and disconnect within 50 feet of the proposed shelter location.
- Provide additional temporary space for staging of the construction equipment during the construction of new site facilities (tower, shelter, generator, fuel tank etc.).
- **Customer will relocate all the overhead power runs to underground runs and remove the existing forestry tower foundations from the location that the new tower and RF shelter will be installed.**

#### Assumptions:

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work



- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by the Customer or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- Site will have adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- In absence of geotechnical reports, foundations and subsurface conditions for tower design are based on Presumptive Clay soil parameters, as defined by EIA-222-G Annex F. Also, rock coring, piling, extensive dewatering of foundations, permanent casings or hazardous material removal has not been included.
- For zoning approvals, a maximum of 60 days will be required from time of submittal with attendance at maximum of two (2) required planning meetings.
- The new tower location will pass the FAA hazard study, zoning, FCC and environmental permitting.
- The restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate.
- Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- For new towers less than 200 feet in overall height, FAA obstruction lighting has not been included. Painting or dual lighting of any new towers has not been included.
- The site location can be finalized and lease agreement can be reached with the property owner within 60 calendar days after the start of the site acquisition effort.
- A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.
- The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56).
- Underground utilities are not present in the construction area, and as such no relocation will be required by the City of LaFayette, Georgia



- Spoils from the tower foundations can be dispersed on the property and will not be required to be transported to a dump location.
- Foundations for the compound, shelter, generator and fuel tank are based "normal soil" conditions as defined by TIA/EIA 222-F. Footings deeper than 30 inches, raised piers, rock coring, dewatering, hazardous material removal or wetland mitigation have not been included.

## 2.10 CIVIL WORK

### 2.10.1 Site Development at Taylors Ridge Site

This is an existing tower site and Motorola will be installing an additional microwave hop from this site back to the new Crescent Drive site in the City of LaFayette, Georgia to connect the new site back into the TVRS system.

#### Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Existing tower to be used for antennas – 180 ' Self supported Tower.

#### Motorola Responsibilities:

##### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act Limited (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of City of LaFayette, Georgia.
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.



### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

### **Customer Responsibilities:**

- **If required**, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- **As applicable**, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.
- Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas, if required once the structural analysis has been completed and report is provided to customer.
- Confirm that there is adequate utility service to support the existing equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- **If required**, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- **If required**, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Upgrade the existing grounding and transient voltage suppression systems to Motorola's current R56 Standards, and supply a single point system ground, of ten (10) ohms or less, to be used on all fixed equipment supplied under this proposal. Supply a grounding tie point within ten (10) feet of the-Motorola-supplied equipment.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment,



future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.

- Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth.
- Supply dedicated 20 Amp simplex A. C. outlets at for each major piece of proposed equipment within six (6) feet of the equipment location wired to individual breakers in distribution panels.
- Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.

#### **Assumptions:**

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- Site will have adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's R56 standards.
- AM detuning or electromagnetic emission studies will not be required.
- Protective grating over microwave dishes or the communications shelter has not been included in this proposal.
- Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings or mapping of existing tower structural members.
- Lead paint testing of existing painted towers has not been included.
- On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.



## 2.11 SYSTEM INSTALLATION

### 2.11.1 Install Fixed Network Equipment

#### **Motorola Responsibilities:**

Motorola will be responsible for the installation of all fixed equipment outlined in the System Description. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA) and FCC standards. For installation of the fixed equipment at the various sites, Motorola will furnish all cables for power, audio, control, and radio transmission to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.

- Receive and inventory all equipment.
- Bond the supplied equipment to the existing site ground system in accordance with Motorola's R56 standards or as close as existing site conditions allows.

#### **Customer Responsibilities:**

- Provide secure storage for the Motorola provided equipment, at a customer location central to the sites.
- Motorola coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- Dispose of existing equipment that has been removed that is not being relocated
- Provide access to the sites, as necessary.
- Any required system interconnections not specifically outlined here will be provided by the Customer.

#### **Completion Criteria:**

- Fixed Network Equipment installation completed and ready for optimization.

### 2.11.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed.

### 2.11.3 Console Installation

No New Consoles

#### **Motorola Responsibilities:**

- None.

#### **Customer Responsibilities:**

- None

#### **Assumption**

- None

#### **Completion Criteria:**

- None

## 2.11.4 Microwave Installation

The path studies completed during the design phase of this project were calculated using the best tools and environmental data available. However, these path studies are limited by being only a mathematical prediction based on specific assumptions and cannot account for every environmental anomaly that may affect microwave path performance, such as unexpected tree growth and unaccounted terrain formations. To ensure the reliability of these proposed microwave links, a field path study will be performed following Contract Award. The microwave design is not finalized until these field path studies are completed, and the results of the field studies may necessitate additional microwave equipment, such as longer cable runs.

The following considerations and assumptions are incorporated into the path calculations:

- An actual path survey must be conducted to verify the geographical coordinates and site elevations, path clearances, building obstructions, etc.
- All the calculations are generic in nature and cannot be used for final engineering purposes. An actual field path survey must be conducted to verify the following:
  - Geographical coordinates and site elevations, path clearances, etc.
  - Tower heights, establish placement of various types of antennas, lights, guys, etc. Antenna heights used in the study are all assumptions and cannot be used for final engineering design.
- Verify cable line lengths.
- Establish facts which may affect the design of the microwave system.
- All sites are assumed to be land-accessible and no special transportation such as helicopter and the like is required to gain site access.

Should the actual field path survey reveal an obstruction to a clear path for the microwave signal, Motorola will provide documentation detailing the obstructions and work with the County on a design modification.

Motorola has included the preliminary path survey report in the Appendix for review.

Motorola will provide and install a Microwave Networks digital microwave system. This digital microwave system will operate in the FCC licensed 11 GHz and will consist of the following link:

- Link 1: Crest Drive Tower to Taylor Ridge Tower

### **Customer Responsibilities:**

- None

### **Assumption**

- Based on Preliminary Path Survey.

### **Completion Criteria:**

- Installation of one microwave link.

## 2.11.5 System Installation Acceptance (Milestone)

- All equipment installations are completed.

## 2.12 SYSTEM OPTIMIZATION

### 2.12.1 Optimize System FNE

**Motorola Responsibilities:**

- Motorola and its subcontractors optimize the new simulcast system.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration.

**Customer Responsibilities:**

- Provide access/escort to the sites.

**Completion Criteria:**

- System FNE optimization is complete.

### 2.12.2 Link Verification

**Motorola Responsibilities:**

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

**Customer Responsibilities:**

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

### 2.12.3 Completion Criteria:

- Link verification successfully completed.

### 2.12.4 Optimization Complete

- System optimization is completed. Motorola and the Customer agree that the equipment is ready for acceptance testing.

## 2.13 TRAINING

### 2.13.1 Perform Training

- No Training Included at this time.

**Motorola Responsibilities:**

- None

**Customer Responsibilities:**

- None

**Completion Criteria:**

- None

## 2.14 ACCEPTANCE TESTING

### 2.14.1 Perform Functional Testing

**Motorola Responsibilities:**

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

**Customer Responsibilities:**

- Witness the functional testing.

**Completion Criteria:**

- Successful completion of the functional testing.
- Customer approval of the functional testing.(System Acceptance Warranty begins)

### 2.14.2 Perform Coverage Testing

No coverage testing guarantee, therefore Motorola will not perform any coverage testing.

**Motorola Responsibilities:**

- None

**Customer Responsibilities:**

- None

**Completion Criteria:**

- None

### 2.14.3 System Acceptance Test Procedures (Milestone)

- Customer approves the completion of all the required tests.

## 2.15 FINALIZE

### 2.15.1 Resolve Punchlist

**Motorola Responsibilities:**

- Work with the Customer to resolve punchlist items associated with this project, documented during the Functional Testing, in order to meet all the criteria for final system acceptance.

**Customer Responsibilities:**

- Assist Motorola with resolution of identified punchlist items for this project by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

**Completion Criteria:**

- All punchlist items resolved and approved by the Customer.

### 2.15.2 Transition to Service/Project Transition Certificate

**Motorola Responsibilities:**

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

**Customer Responsibilities:**

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

**Completion Criteria:**

- All service information has been delivered and approved by the Customer.

### 2.15.3 Finalize Documentation

**Motorola Responsibilities:**

- Equipment Inventory List

**Customer Responsibilities:**

- Receive and approve all documentation provided by Motorola .

**Completion Criteria:**

- All required documentation is provided and approved by the Customer.

### 2.15.4 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the Customer.

## 2.16 PROJECT ADMINISTRATION

### 2.16.1 Project Status Meetings

**Motorola Responsibilities:**

- Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:

**Customer Responsibilities:**

- Attend meetings.
- Respond to issues in a timely manner.

**Completion Criteria:**

- Completion of the meetings and submission of meeting minutes.

### 2.16.2 Progress Milestone Submittal

**Motorola Responsibilities:**

- Submit progress (non-payment) milestone completion certificate/documentation.

**Customer Responsibilities:**

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

**Completion Criteria:**

- The Customer approval of the Milestone Completion document(s).

### 2.16.3 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.



# SERVICE/WARRANTY

Motorola Solutions' ASTRO® 25 Advanced Services ("Advanced Services") provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Advanced Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Advanced Services consist of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair with Advanced Replacement.

Each of these elements is summarized below and expanded upon in Section **Error! Reference source not found.** In the event of a conflict between the descriptions below and an individual subsection of Section **Error! Reference source not found.**, the individual subsection prevails.

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the Services Agreement for maintenance services, Professional Services Agreement for security update and monitoring services, or other applicable signed agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the Customer ("Customer"), and is subject to the terms and conditions set forth in the Agreement.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

## Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola Solutions will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

## Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure performance and operational technical issues requiring a high level of ASTRO 25 network experience and troubleshooting capabilities.

## Network Hardware Repair with Advanced Replacement

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.



## SECTION 4

# PRICING SUMMARY

Motorola is pleased to provide equipment and services to Walker County, Georgia:

List Price for ASR with Tower, MSB,MW	\$1,315,264.00
State Discount	-\$119,569.00
Total Discounted ASR	<b><u>\$1,195,695.00</u></b>
Total Discount Combined	-\$1,000,000.00
Subs at List	\$873,454.00
State Discount plus 10%	-\$349,804.00
Total State Discount plus 10% before 12-30-2020	<b><u>\$523,649.70</u></b>
Subs combined Discount	-\$494,344.70
ASR and Subs, combined price	\$1,719,344.70
Additional ASR Discount if Subs and ASR purchased before 12-30-2020	-\$225,000.00
<b>Total</b>	<b><u>\$1,494,344.70</u></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. Payment for the System purchase will be in accordance with the following milestones.

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;
3. 5% of the Contract Price due upon installation of equipment; and
4. 10% of the Contract Price due upon Final Acceptance.

Use or disclosure of this proposal is subject to the restrictions on the cover page.



## SECTION 5

# CONTRACTUAL DOCUMENTATION

Motorola Solutions, Inc. (“Motorola”) and Walker County, Georgia (“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”
Exhibit C	Motorola Proposal dated December 17, 2020
Exhibit D	“System Acceptance Certificate”

1.2. ADDENDUM (ADDENDA). 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 and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D 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.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“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. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“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.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“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 License Agreement” means the Motorola Software License Agreement (Exhibit A).

“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 the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“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 the Technical and Implementation Documents.

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

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.



“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, or completion of the Services, 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.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **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.

3.7. **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.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

## **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. 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 applicable maintenance and support Statements of Work. 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. Unless already 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 SUA 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 maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). 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 \$\_\_\_\_\_. 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, System Upgrade Assurance (SUA), and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, 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. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. 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. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_





E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_

Customer Accounts Payable Email: \_\_\_\_\_

Customer CC(optional) Email: \_\_\_\_\_

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 the Technical and Implementation Documents 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 the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, 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.

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 workmanlike 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 Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule 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 of Georgia. 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.

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 and other one-time Services with respect to which losses or damages are claimed. With respect to all



subscription or other ongoing 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. 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, decompile, 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.

#### 16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

## 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 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. 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.

17.11. 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.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (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.

17.13. 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 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).

3.3 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.

#### **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.

## **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.

## **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 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. 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.





13.5. **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.

13.6. **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.

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

13.8. **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.

13.9. **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.

**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. Payment for the System purchase will be in accordance with the following milestones.

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;**
3. **5% of the Contract Price due upon installation of equipment; and**
4. **10% of the Contract Price due upon Final Acceptance.**

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 D**  
**System Acceptance Certificate**

Customer Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

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

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SECTION 6

# MICROWAVE FEASIBILITY REPORT

Microwave Feasibility Report is included on the pages that follow.

**SHIP TO**

WALKER COUNTY E 911  
10054 N HWY 27  
ROCK SPRING, GA 30739

**BILL TO**

WALKER COUNTY E911  
PO BOX 445  
LA FAYETTE, GA30728

**REPRINT PURCHASE  
ORDER  
NO. 2021-00000468**

**DATE 12/23/2020**

**VENDOR 62731 SOUND COMMUNICATIONS INC**

**CONTACT**

SOUND COMMUNICATIONS INC  
P O BOX 1148  
GROVE, OH 43123

**DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS**

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Computers - E-911 Center Call Recording Equipment Upgrade (SPLOST)	\$21,741.8000	\$21,741.80
			<b>TOTAL DUE</b>	<b>\$21,741.80</b>

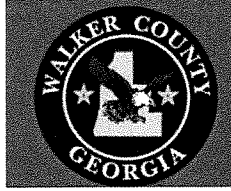
APPROVED BY \_\_\_\_\_

SPECIAL INSTRUCTIONS

A CALL RECORDING QUOTATION FOR:

# VERINT

The Customer  
Engagement Company™



Jackie Newby  
IT Specialist  
Walker County Government  
P.O. Box 445  
Lafayette, Georgia 30728  
706-375-7810 - Office

Request for Proposal  
Call Recording Equipment  
Exhibit A

Presented By:

The logo for Sound Communications Verint, featuring a stylized "S" and the text "SoundCOMMUNICATIONS VERINT".	<p>Kristi Perozzi <a href="mailto:kperozzi@soundcommunications.com">kperozzi@soundcommunications.com</a> Sound Communications Inc. 800-556-8556 x9056 Toll Free 614-875-8179 FAX <a href="http://www.soundcommunications.com">www.soundcommunications.com</a></p>
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NOTE: At all times, Customer is responsible for all hardware, software and services required to establish the technical environment necessary to operate the products specified in this quote. SCI shall not be responsible for performing any obligations associated with this quote unless and until a final quote is issued, and SCI accepts an order from Customer for such products and services. This quote expires in 45 days from the above quoted date. The pricing quoted does not include shipping, customers brokerage, insurance, duties, excise, sales, or other taxes or similar charges.

**"RESTRICTED & PROPRIETARY INFORMATION"**

This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. Sound Communications Inc. provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of Sound Communications Inc."

Wednesday, December 23, 2020

# Verint v15 Media Recorder Quotation

Date: 23/Dec/2020

End-User: Walker County 911

Prepared by: Kristi Perozzi

Quote ID: Walker County 911 - Verint v15 - 12232020

Verint v15.2 - 32 total analog Seats, Upbuy Migration from 15370.

Notes: Turnkey - New Verint Intel 6000 Series Redundant LE, Intel Xeon Proc, MS2016 Server, SQL 2016 Standard, (2) 24 Port Analog Cards. Migration of legacy recordings from v5 to v15 are included. AD & SSO is not quoted. Screen recording and quality monitoring software is not included.

Dongle #: 15370

Pricing Valid 45 Days



Part Number	Description	QTY	List Price (Each)	List Price (Extended)	Walker Co. Price (Each)	Walker Co. Price (Extended)
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## Software & Licensing

SCI-V15-0011	Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat) to Verint Public Safety Call Recording (Channel based)	32	\$208.00	\$6,656.00	\$176.80	\$5,657.60
SCI-V15-0020	Upgrade from AL5.x - Verint Recording Public Safety Integration Package	1	\$1,000.00	\$1,000.00	\$850.00	\$850.00
<b>Software Subtotal</b>				<b>\$7,656.00</b>		<b>\$6,507.60</b>

## Verint Media Recorder 6000 Series Server Platforms

SCI-V15-0000	<b>6000 platform Standard Server (SVR6KLE-STD) for V15 Software</b> A rack optimized server board supporting Intel® Xeon processor E5-2600 V3 family up to 145W, 24 DIMMs, and two 1-Gb Ethernet ports Intel Xeon Processor E5-2603 v3 (15M Cache, 1.6 GHz) 16 GB RAM 2 x 1Gb Intel Ethernet Server Adapter I350-2 ports V2 + option for additional 4 x 1Gb Intel Integrated SW RAID, 2 x 1TB Drive, 7200 SATA 3.5" EP (HDD-ST2R1) 1TB total storage (include OS and database) Microsoft® Windows® Server 2016 for Embedded Systems Microsoft® SQL Server 2016 Standard for Embedded Systems Redundant Hot-Swap 750W (1 + 1) Redundant AC-DC 80 PLUS* 2 PCI-e Telephony Cards supported Rack-Mount Rail kit included 48 Concurrent Maximum Channels Supported PCI Expansion Chassis is not supported	1	\$5,595.43	\$5,595.43	\$4,608.00	\$4,608.00
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## PCI-e Telephony Interception & Recording Cards for 6000 Series Servers

SCI-V15-0015	AudioCodes LD Card (PCI-e) 24 port Analog	2	\$2,642.14	\$5,284.29	\$2,175.88	\$4,351.76
<b>Hardware Subtotal</b>				<b>\$10,879.71</b>		<b>\$8,959.76</b>

## Maintenance & Support

SCI-VMR-3312	Maintenance (AMC) with Hardware Support (if applicable). * Renewable annually, the AMC includes any regularly released patches and/or bug fixes, and Service releases to the software under the paid period. * Excluded from the AMC upgrade plan are new products, major version release and services or upgrades to modules that require third-party licensing.	1		\$2,498.29		\$1,289.44
<b>Support Maintenance Subtotal</b>				<b>\$2,498.29</b>		<b>\$1,289.44</b>

## Professional Services

SCI-VMR-3087	Pro Svcs Implementation & Configuration On-site or remote installation and all system configuration and testing. Work to be performed during normal business hours (M-F, 8:00am-5:00pm)	1	\$2,250.00	\$2,250.00	\$1,575.00	\$1,575.00
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SCI-VMR-3090	Training performed by Verint Media Recorder-Certified Engineer Standard training bundle includes End-User, and Application Administration sessions. For on-site activities, any travel related expenses and/or per diem will be billed to the customer at cost.	1	\$800.00	\$800.00	\$560.00	\$560.00
SCI-VMR-PM24	Project Manager	1	\$500.00	\$500.00	\$350.00	\$350.00
SCI-VMR-3110	SCI Addtl Professional Services - services to migrate calls from hard drive of legacy Verint Audiolog to new Verint v15.2 server. Work to be performed during normal business hours (M-F, 8:00am-5:00pm)	1.5	\$1,600.00	\$2,400.00	\$1,200.00	\$1,800.00
SCI-PS-T&E	Travel and Expenses will not exceed \$700.00	1	\$700.00	\$700.00	\$700.00	\$700.00
<b>Installation &amp; Training</b>				\$6,650.00		\$4,985.00

**System Solution Total**      **\$27,684.00**      **\$21,741.80**

This budgetary quote does not reflect a complete solution discovery by Solutions Engineer. As such, SCI is not bound to this estimate as further investigation could affect the final price. At all times, Customer is responsible for any hardware, software and services (not defined in this proposal) required to establish the technical environment necessary to operate the products specified in this quote. SCI shall not be responsible for performing any obligations associated with this budgetary quote unless and until such is designated as final, and SCI accepts an order from Customer for such products and services. Unless otherwise specified, this budgetary quote expires in 45 days from the above quoted date. The budgetary pricing quoted does not include shipping, customs, brokerage, insurance, duties, excise, sales, or other taxes or similar charges.



**Services:** All services for this Project are quoted on a fixed-fee basis. Unless otherwise noted in the pricing section of this proposal, services will be performed during normal business hours (defined as 8:00 a.m. to 5:00 p.m. EST). SCI recognizes two categories of work outside normal business hours. Weekday work performed before or after Normal Business Hours is considered After-Hours work, and is subject to a pricing premium of 50%. Work performed on a weekend or an SCI-recognized holiday is considered Weekend work, and is subject to a pricing premium of 100%. Orders not completed and services not rendered within 6 months of Purchase Order due to Customer delays may be subject to additional fees.

- All installation teams will consist of 1-2 Sound Communications, Inc. technicians.
- Installation and training is for Communications recording equipment and client software as quoted/described.
- Each technician will bring appropriate tools to complete their assigned tasks.
- Any issues that may delay, or prevent the completion of the installation, will be escalated to the Sound Communications, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site.
- All work areas will be neat, and free of recording system installation materials and packaging prior to leaving the site.
- Sound Communications, Inc. is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

#### **Project Scope**

The scope – the customized and detailed list of specific items that define what will be considered “in-scope” for this project, is written in a separate section that follows titled, “Project Scope Detail”. The Project Scope Detail is considered part of this statement of work.

#### **Assumptions General:**

- The customer will provide a single point of contact that will act as the project owner and who will be the primary individual to sign off on the project phases at completion.
- All work under this statement of work will occur Monday -Friday between the hours of 8:00 am and 5:00 pm; no installations, configuration, moves, site visits, or other related work will be scheduled over weekends, evenings, or Sound Communications, Inc. -declared holidays, without mutual agreement in advance from the Sound Communications, Inc. project manager and the customer project manager.
- Sound Communications, Inc. and the customer will jointly create any project documentation, where customer involvement is required. The customer must approve the final installation schedule and final versions of project documentation to ensure it coincides with all expectation.
- Sound Communications, Inc. and the customer will jointly create any special requirements for defining “project acceptance” in writing, and with mutual agreement to such requirements, those requirements will become part of a written cutover plan (or installation checklist).
- “Project acceptance” (via a signed installation service ticket or other written acknowledgement) should follow (within 24 hours) completion of the written project plan, and a successful support turnover call, and Sound Communications delivery to the customer of “as-built” system configuration documentation.

#### **Premises Work:**

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor.
- The customer assumes all responsibility for compliance with local and federal laws and regulations as they relate to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording and application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring, is not included in this SOW. Additional information follows in the section titled, “Specific Technical and Other Provisions”.
- Hours spent troubleshooting problems outside of the project scope of in this SOW will be billed at \$150 per hour (via remote access) or \$225 per hour (on-site). The project managers will be contacted and will approve any additional charges prior to execution of any work that could result in additional charges.

#### **Training Services:**

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Sound Communications, Inc. project manager
- Training content is dictated by the stated project scope
- Training scheduling will be mutually agreed upon by the customer and Sound Communications, Inc. project manager. Although the customer is responsible for coordination of classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Sound Communications, Inc.), the Sound Communications, Inc. project manager will assist in the organization and planning with the customer project manager.

#### **Non -Solicitation:**

Each party recognizes that the other party's employees are critical to the business operations of the other party. For the term of this Agreement and for six (6) months after its termination, each party agrees that it and any parent company, subsidiary, partner, limited partner, joint venture, or any entity related in any manner to it by common ownership (“Related Entities”), will not employ, hire, or compensate in any manner or capacity, including as an employee or independent contractor (“Employ”) any employee of the other party that it was introduced to by, and who was directly connected with, such party's performance under this agreement. Each party further agrees not to employ any former employee of the other party unless the employer - employee relationship has been terminated for not less than one hundred eighty (180) days. In the event of breach of this provision by a party or any Related Entities, such party shall be liable to the other party for the principal sum of Twenty-five Thousand and No/100 Dollars (\$25,000.00) as liquidated damages, and not as a penalty for said breach.

#### **Deposits, Invoicing, and Scheduling:**

- Order Deposit – Unless other contractual arrangements or quoted payment terms exist (within this proposal package), whether governmental or private sector, a deposit equal to 50% of the total Order shall be invoiced upon acceptance of Purchaser's Purchase Order and is due upon receipt. The balance of the License Fees, Hardware Fees, Support Fees for the Initial Support Term and any fixed-fee Service Fees shall be invoiced upon delivery of same to Customer.
- Invoicing – Invoices for equipment and software (or for remaining balance on any equipment and software) to be installed as part of this implementation, will be generated when the equipment and software is delivered to the customer site(s). Invoices for services will be generated at the completion of those services (based on either a specific project milestone invoicing schedule or at general "project acceptance")
- Minor issues or variances in System performance shall be handled through Seller's technical support department and shall not delay Customer's payment so long as these do not materially or adversely affect the performance of the System as a whole.
- Payment - for all invoices is due with 30 days of invoice date (NET 30).
- Postponement/Project Schedule Delay - If the project schedule is postponed or delayed by the customer after any equipment has been ordered, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (a mutually agreed upon) installation date.
- On -site Cancellation/Postponement: If an onsite visit is scheduled, costs are incurred by Seller, and the onsite visit is later rescheduled End User's convenience, Reseller and/or End User may incur additional fees for travel and accommodations, as well as technician time. Onsite technician time is billable at \$1600 for the first unscheduled day (or part thereof), and \$1200 for each additional day (or part thereof).
- On -site Project Delay - If the project is unreasonably delayed while a technician is on-site for reasons such as, but not limited to: access to appropriate buildings or specific areas within buildings, lack of access to, or unavailability of assigned or appropriate customer personnel, delay due to a third party, waiting, etc. the cost of the technician being out of service at \$150 per hour (for actual time out of service), will be passed on to the customer
- Travel and expenses shall be billed at actual rates, subject to any expense cap included in the Order (if applicable).
- A cancellation charge of 35% will be applied to cancelled orders prior to delivery. Cancellation of an order received on or after the scheduled install date as well as custom hardware will NOT be accepted, and payment will be due in full. The cancellation fee will be deducted from any deposit held by SCI.

#### **Shipping Management and or Special Requirements:**

- In general, all shipments for this project will be via local delivery or "UPS Ground"
- Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at actual cost

**Customer Responsibilities:** At all times, Customer is responsible for all hardware, software and services required to establish the technical environment necessary to operate the products specified in this Project. Customer is also responsible for understanding the technology in this proposed solution and its effect on their network and telephony environment. This Project covers integration with the Customer's existing switch environment supporting only the current, installed versions of software. If Customer upgrades the switch environment software, Seller is not responsible for compatibility of the Project components with the upgraded switch. Customer shall pay any charges associated with preparing the network and/or telephony environment, including, but not limited to, charges for telephone trunk lines, PBX extensions, PBX programming and/or additional PBX equipment required for completion of the Project. SCI shall not be responsible for performing any obligations associated with this quote unless and until SCI accepts an order from Customer for this Project.

Customer shall, as specified by Seller, provide appropriate facility environmental conditions, necessary commercial power and connectivity for the System, access to the premises, and if required by local law, conduit and/or special fire retardant cabling. Recorder systems must be kept in clean, smoke-free environments with a controlled temperature of 50-100 degrees Fahrenheit (70 degrees is preferred). Relative humidity should be maintained at 20%-85% (non-condensing). Seller will not be held responsible for any damage due to deviations from these environmental parameters.

Customer will confirm in writing that the facility, network and telephony environments are ready prior to deployment. Customer understands that if any Customer responsibilities, as outlined above or identified later in the course of the Project, are not met prior to a scheduled onsite visit, Seller reserves the right to delay the visit until such time as these requirements are met. Any such delays on Customer's part may incur additional fees.

Upon completion of the deployment, Customer and Seller's technician shall test the System. If Seller is called back for service because Customer was unavailable, declined, or failed to test System during the deployment, Customer may incur additional fees.

#### **Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information**

- For integrated recording of any telephone/PBX, digital radio, or IP dispatch console communications system, the customer will provide or otherwise arrange for purchase, installation, and configuration of all telephone/PBX, digital radio, and or IP dispatch console hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for purchase, installation, and configuration of any and all related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will provide or otherwise arrange for purchase of all telephone/PBX, digital radio, and or IP dispatch console configuration, testing, and troubleshooting services, as well as any required network configuration (including SPAN ports if required), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX, digital radio, and or IP dispatch consoles, and the customer network
- Customer will provide a complete list of requested telephone/PBX, digital radio, and or IP dispatch console information: including, but not limited to, hardware and software versions, IP addresses, protocols, etc. as well as details that may be needed to ensure a successful integration and proper recording such as: agents, extensions, device identifying information, channels, talk groups, and frequency ID's and or names, etc.

### **Traditional Device Monitoring, and Other Wiring Notes**

- In general, Sound Communications, Inc. will provide a demarcation point (typically 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible to provide feed wiring for any and all audio sources to be recorded, and cross-connect to the provided demarcation point.
- For direct digital station tapping, the customer is responsible to provide feed wiring for any extension to be recorded. This is typically accomplished (for supported handset models), by passing the cross-connect wiring from the designated PBX output pair, through the provided recording demarcation point (punch without cut/termination), and on to the designated premise wiring/jack pair for the phone to be recorded. Sound Communications will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g. produce a list of devices required to be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair).
- For analog recording (full-time or record-on-demand) of digital or VoIP phones via logger patch, analog feed wiring in the form of a CAT5 cable home run from within 5' of phone (terminated as an RJ11), to recorder demarcation block (non-terminated) is to be provided to Sound Communications, Inc. at no charge for each phone to be recorded. Sound Communications, Inc. will typically provide and install the required analog logger patches – note: a standard 110V AC power outlet within 5' of the phone is also required.
- Intrado/Positron: For analog recording of LIFELINE100 and VIPER systems, CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Sound Communications, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing standard CDR from the Viper system) is required, and will be provided to Sound Communications, Inc. at no charge.
- Airbus/Cassidian: For analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Sound Communications, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, and will be provided to Sound Communications, Inc. at no charge.
- For analog recording of radio, the customer is responsible to provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Sound Communications, Inc. at no charge.
- Signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of -10dBm to 0dBm

**Microsoft Updates/Domain Integration:** Seller installs Microsoft operating system and applicable security patches on the servers it provides at the time of installation. Thereafter, operating system and security updates/patches (regularly made available by Microsoft) are Customer's responsibility. All Active Directory accounts created for servers in the proposed System must be in domains or OUs which do NOT receive policy pushes and/or automatic updates at the time of initial domain integration or at any future date. Seller shall not be liable for any damages, including consequential, inconsequential or special damages, incurred by Customer by reason of Customer's failure to comply with this section.

**Anti-Virus Protection:** Seller strongly recommends that anti-virus protection software be installed and maintained on all servers in the proposed System. Anti-virus may be supplied by Seller or Customer provided such software is sourced from a Microsoft-approved anti-virus software partner. In addition, Recorder software requires that specific anti-virus exclusions be maintained. Seller shall not be liable for any damages, including consequential, inconsequential or special damages, incurred by Customer by reason of Customer's failure to comply with this section.

### **Equipment Access and Remote Access:**

- Customer will ensure access to any locked facilities (i.e.: equipment rooms) so as to prevent a technician from experiencing any delays on-site while attempting to access an installation location.
- The customer will provide uninterrupted remote access to all Sound Communications, Inc. -installed servers (and potentially relevant clients) during any period in which Sound Communications, Inc. provides installation or configuration services, technical support or maintenance/extended warranty services.

### **Networking, Clients, and Desktop Installations:**

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP
- Network administrative configuration of the recording servers is the responsibility of the customer – Note: there may be specific network environment requirements for the system(s), and it is advised that the customer check with Sound Communications, Inc. prior implementation of configuration or changes – e.g. Verint servers are typically required to be joined to the domain in a separate OU with no policies pushed (including any servers that are virtualized), and a domain Verint administrative user account with local administrator privilege on the server is required for application services.
- Any new client user PC's must meet the minimum requirements listed in the system documentation CD
- An appropriate customer network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Sound Communications, Inc. technician at the installation
- All network configuration required to produce a successful implementation is the responsibility of the customer, and will be provided to Sound Communications, Inc. free of charge. A successful implementation includes both server connectivity and client pc network connectivity and configuration. Additionally, it is the responsibility of the customer to provide and ensure LAN/WAN connectivity and configuration that will allow for proper client access from within, or off-site, if applicable (including firewall configuration where necessary)
- Customer will provide a list of client pc's, AD user names, actual user names, and a seating chart (to include desired channel-level security restrictions) if Sound Communications, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis.

### **Liability:**

NO LIABILITY FOR CONSEQUENTIAL DAMAGES: SCI will not be liable for special, incidental, consequential, indirect or other similar damages, or costs incurred as a result of loss of time, loss of data, loss of profits or revenue, as a result of our services. In addition, SCI is not responsible or liable for damages or costs incurred in connection with claims by others, inconvenience or similar costs.

**Exclusions:** Unless specifically noted in the pricing section of this proposal, installation does not include any of the following (if necessary): radio modifications, connection to digital station handsets and/or peripheral equipment for connection to digital station handsets, additional cabling, additional hardware, telephone wiring or punch downs, or cable runs. With authorization from the purchaser, SCI will facilitate and coordinate all connectivity and any necessary work with the purchaser's telephone/radio equipment vendor and/or the telephone company.

**Provisions:** Where a Master Services Agreement (MSA) exists between SCI and Customer, provisions of this order supersede any conflicting Terms and Conditions in the MSA. Issuance of a Purchase Order by Customer constitutes acceptance of Terms and Conditions set forth herein.

**CFE Installation:**

Please note:SCI installation charges apply per recorder installation. For all Customer provided hardware, Customer is responsible for any additional software installation charges which are as a result of but not limited to the failure, misconfiguration or incorrect operating system of such hardware. Any repeated installations required due to the above will be billed additional installation charges.

**Confidentiality:**

All documentation and information which are either designated as confidential or proprietary or would reasonably be considered to be confidential or proprietary, including without limitation, drawings, listings, techniques, algorithms, processes and technical and marketing information, business data and employee information which are transferred between the parties in connection with this agreement ("Proprietary Information") (other than documentation and information intended for general distribution to third parties) shall be held in strict confidence by the parties, and shall not be disclosed or used in any fashion other than pursuant to the terms of this agreement without the other party's prior written consent. Each party's proprietary information and all other items related thereto, including, without limitation, programs, methods of processing, specific design and structure of individual programs and their interaction, and the unique programming techniques employed therein, and all enhancements, modifications, updates, and derivative works thereof are and shall remain the sole and exclusive property of such party and shall not be sold, revealed, used, disclosed, transmitted or otherwise communicated, directly or indirectly, by the other party except as expressly provided for in this Agreement. Each party agrees to protect the others' proprietary Information with the same standard of care and procedures that it uses to protect its own trade secrets and Proprietary Information of a confidential nature.

**Force Majeure:**

Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts due to events of nature, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or officials thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay, which is excusable under this paragraph, provided, however, that if any such delay continues for a period of more than sixty (60) days, the party not claiming excusable delay shall have the option of terminating the order or service upon written notice to the party claiming excusable delay.

Please remit all Purchase Orders to Sound Communications Inc. via:		
EMAIL: sales@soundcommunications.com	MAIL: Sound Communications Inc. 3474 Park Street Grove City, Ohio 43123	FAX: 614.875.8179 Attn: Sales
Federal Tax ID 31-1331321		DUNS # 621360361

Quote ID: Walker County 911 - Verint v15 - 12232020	Purchase Price: \$21,741.80	Customer Initials:
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The person executing this agreement on behalf of purchasing party represents and warrants that this agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon the company in accordance with its terms.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **P.O. #** \_\_\_\_\_

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

CHATTANOOGA-HAMILTON COUNTY	)	
HOSPITAL AUTHORITY d/b/a	)	
ERLANGER HEALTH SYSTEM,	)	
	)	CIVIL ACTION NO.
<i>Plaintiff,</i>	)	
	)	4:15-CV-00250-HLM
v.	)	
	)	
WALKER COUNTY, GEORGIA,	)	
	)	
<i>Defendant.</i>	)	
	)	

**SATISFACTION OF JUDGMENT**

Plaintiff Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System ("Erlanger"), the judgment creditor in the above-styled action, hereby states that the judgment in this case has been paid in full and to the satisfaction of Erlanger. Therefore, the Clerk may notate on the docket that the judgment in this case has been "**Satisfied and Paid in Full.**"

[ *Signature of Counsel Appears on the Following Page* ]

Respectfully submitted this \_\_\_\_ day of October, 2020.

/s/ Edward A. Marshall

Karen B. Bragman

Georgia Bar No. 75755

karen.bragman@agg.com

Edward A. Marshall

Georgia Bar No. 471533

edward.marshall@agg.com

Jennifer L. Shelfer

Georgia Bar No. 557213

jennifer.shelfer@agg.com

**ARNALL GOLDEN GREGORY LLP**

171 17th Street NW, Suite 2100

Atlanta, Georgia 30363

Tel. (404) 873-8500

Fax (404) 873-8501

*Attorneys for Petitioner*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

CHATTANOOGA-HAMILTON COUNTY	)	
HOSPITAL AUTHORITY d/b/a	)	
ERLANGER HEALTH SYSTEM,	)	
	)	CIVIL ACTION NO.
<i>Petitioner,</i>	)	
	)	4:17-CV-00248-HLM
v.	)	
	)	
SHANNON WHITFIELD, in his capacity	)	
as the Sole Commissioner of Walker	)	
County, Georgia, and WALKER	)	
COUNTY, GEORGIA,	)	
	)	
<i>Respondents.</i>	)	

**JOINT STIPULATION OF DISMISSAL WITH PREJUDICE**

Petitioner Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System, on the one hand, and Respondents Shannon Whitfield, in his capacity as the Sole Commissioner of Walker County, Georgia, and Walker County, Georgia, on the other hand, hereby stipulate to the dismissal of this action, including all claims asserted therein with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

[ *Signature of Counsel Appears on the Following Page* ]

Respectfully submitted this \_\_\_\_ day of October, 2020.

/s/ Edward A. Marshall  
Karen B. Bragman  
Georgia Bar No. 75755  
[karen.bragman@agg.com](mailto:karen.bragman@agg.com)  
Edward A. Marshall  
Georgia Bar No. 471533  
[edward.marshall@agg.com](mailto:edward.marshall@agg.com)  
Jennifer L. Shelfer  
Georgia Bar No. 557213  
[jennifer.shelfer@agg.com](mailto:jennifer.shelfer@agg.com)

**ARNALL GOLDEN GREGORY LLP**  
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*Attorneys for Petitioner*

/s/ Stuart F. James  
Stuart F. James  
Georgia Bar No. 389355  
[sj@jamesjamesjoyner.com](mailto:sj@jamesjamesjoyner.com)

**JAMES, JAMES & JOYNER**  
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735 Broad Street  
Chattanooga, Tennessee 37402  
Tel: (423) 756-3646

*Attorneys for Respondents*



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION

CHATTANOOGA-HAMILTON	)	
COUNTY HOSPITAL AUTHORITY	)	
d/b/a ERLANGER HEALTH SYSTEM	)	CIVIL ACTION NO.
	)	4:17-CV-00248-HLM
<i>Petitioner</i>	)	
	)	
v.	)	
	)	
SHANNON WHITFIELD, in his capacity	)	
as the Sole Commissioner of Walker	)	
County, Georgia, and WALKER	)	
COUNTY, GEORGIA	)	
	)	
<i>Respondents</i>	)	

**MEMORANDUM OF LAW IN SUPPORT OF  
CONSENT MOTION FOR THE ENTRY OF A STAY**

Petitioner Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System (“Erlanger”) and Respondents Walker County, Georgia (“Walker County”) and Shannon Whitfield, in his capacity as the Sole Commissioner of Walker County, Georgia (collectively “the Parties”) have entered into a Forbearance Agreement which has the potential for resolving this action. Accordingly, they seek an administrative stay of these proceedings.

In the Forbearance Agreement, Walker County has agreed to pay the principal portion of the judgment entered by this Court in favor of Erlanger in

thirteen (13) installments, and Erlanger has agreed to forbear from taking any further collection efforts or from recovering interest or fees on the judgment, provided that there is no Event of Default by Walker County (as that term is defined in the Forbearance Agreement). As part of the forbearance, the Parties also agreed to seek a stay of this action, and this Motion is filed in compliance with the terms of the Forbearance Agreement.

Per the terms of the Forbearance Agreement, if there is an Event of Default by Walker County, it will owe Erlanger the full amount of the Judgment less any payments received thereunder, plus pre- and post- judgment interest and a stipulated amount in reasonable attorney's fees and costs, and Erlanger will be entitled to seek to lift the stay entered in this action, which Walker County will not oppose, so that Erlanger can seek relief in the nature of mandamus from this Court to collect all remaining amounts due and owing on the judgment. Pursuant to the Forbearance Agreement, Erlanger will also be dismissing its remaining claim for fees and expenses of litigation in the underlying case filed against Walker County.

The Parties have litigated for years, and genuinely believe that the entry of the requested relief will help them move towards an amicable resolution. Accordingly, the Parties request that this Court enter the Order attached to the Motion.

Respectfully submitted this \_\_\_ day of January 2018

Counsel for Petitioner

/s/ Jennifer L. Shelfer  
Karen B. Bragman  
Georgia Bar No. 75755  
karen.bragman@agg.com  
Edward A. Marshall  
Georgia Bar No. 471533  
Edward.marshall@agg.com  
Jennifer L. Shelfer  
Georgia Bar No. 557213  
Jennifer.shelfer@agg.com

ARNALL GOLDEN GREGORY LLP  
171 17<sup>th</sup> Street, Suite 2100  
Atlanta, Georgia 30363-1031  
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*Attorneys for Petitioner*

Counsel for Respondents

/s/  
Stuart F. James  
Georgia Bar No. 389355  
sj@jamesjamesjoyner.com  
JAMES, JAMES & JOYNER  
Suite 908  
735 Broad Street  
Chattanooga, TN 37402  
423-756-3646; 423-756-3645 (fax)

*Attorneys for Respondents*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that she has this day served a true and correct copy of the foregoing by using the Court's electronic filing system, which causes an electronic notice of filing to be sent to all counsel of record.

This \_\_\_ day of January 2018.

/s/ Karen B. Bragman  
Karen B. Bragman

# EXHIBIT B

## RELEASE & COVENANT NOT TO SUE

This Release and Covenant Not to Sue Agreement (the "Agreement") is executed in favor of Walker County (Walker County) Georgia as defined below by the Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System ("Erlanger") this \_\_\_\_ day of \_\_\_\_\_.

### DEFINITIONS/RECITALS

On April 25, 2011, the Hospital Authority of Walker County, Dade and Catoosa Counties (the "Authority") executed a Line of Credit Note (the "Line of Credit Note") to evidence a line of credit Erlanger provided to the Authority to fund the operations of Hutcheson Medical Center, Inc. ("HMC") and Erlanger subsequently fully funded that credit line by providing \$20,000,000 in working capital on behalf of HMC (the "Line of Credit");

On April 25, 2011, in order to secure payment of the Line of Credit, the Authority executed a Deed to Secure Debt and Security Agreement (the "Deed to Secure Debt") in favor of Erlanger;

On April 25, 2011, in connection with the Line of Credit, Erlanger entered into a management agreement wherein it agreed, among other things, to manage HMC (the "Management Agreement").

As additional security for the Line of Credit, the Authority, Catoosa County ("Catoosa"), Walker County, and Dade County entered into an Intergovernmental Agreement dated April 25, 2011 (the "Intergovernmental Agreement"), pursuant to which Walker County and Catoosa (together, the "Counties") each agreed, upon an uncured default under the Line of Credit, to pay the Authority or its assigns an amount equal to one-half of the amounts then due and payable under the Line of Credit Note up to \$10 million;

On or about September 19, 2013, the Line of Credit Note matured and the outstanding balance due to Erlanger became immediately due and payable;

On December 28, 2015, Erlanger filed suit in the United States District Court for the Northern District of Georgia (the "Court") to collect the amount Walker County owed Erlanger arising out of the Intergovernmental Agreement and its guarantee of the loan extended to the Authority. *See Chattanooga-Hamilton County Hospital Authority v. Walker County*, Civil Action No. 4:15-cv-00250-HLM (N.D. Ga.) (the "Erlanger Action").

On August 23, 2016, the Court entered summary judgment in the Erlanger Action in favor of Erlanger and against Walker County on Count One of Erlanger's claims in the amount

of \$8,705,000.00 (Eight Million Seven Hundred Five Thousand Dollars), plus interest accruing at the legal rate (the "Judgment").

Walker County subsequently appealed the Judgment. See *Walker County, Appellant v. Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System, Appellee*, Appeal 16-15656 (11th Cir.), which the Eleventh Circuit affirmed.

The Judgment is now final and non-appealable.

On October 23, 2017, Erlanger filed a Petition in the Nature of Mandamus Seeking Supplementary Relief in Aid of Judgment in the United States District Court for the Northern District of Georgia, known as *Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System, Petitioner v. Walker County, Georgia and Shannon Whitfield, in his capacity as the Sole Commissioner of Walker County, Georgia, Respondents* Civil Action 4:17-cv-48-HLM (N.D. Ga.) (the "Mandamus Action").

Walker County and Erlanger subsequently entered into a Forbearance Agreement pursuant to which Walker County agreed to pay Erlanger a portion of the Judgment in exchange for Erlanger's agreement to temporarily forbear from taking further action to collect on the Judgment (the "Forbearance Agreement").

For good and valuable consideration, Erlanger hereby releases and agrees not to sue Walker County, which for purposes of this Agreement, "Walker County" shall include, without limitation, its commissioners, officials, representatives, agents (but shall expressly exclude Earle R. Taylor, III) and their successors and assigns, and the Walker County appointees to the Board of Trustees for The Hospital Authority of Walker, Dade and Catoosa Counties, from any and all claims or potential claims, causes of action, contracts, disputes, covenants, demands, obligations, suits, cross-claims, counterclaims, torts, costs, losses, attorneys' fees, damages, liabilities, expenses, or any other right or asserted right to the payment of money or to the performance of any obligation, whether in law or in equity, known or unknown, absolute or contingent, due or to become due, disputed or undisputed, liquidated or unliquidated, express or implied, arising out of or related to the Line of Credit, the Intergovernmental Agreement, the Deed to Secure Debt, the Management Agreement, the Forbearance Agreement, the Erlanger Litigation, the Mandamus Action and/or any other litigation arising out of or related to any of the facts and circumstances involving Erlanger's management of the Hutcheson Medical Center .

# EXHIBIT C



## RELEASE

This Release Agreement (the "Agreement") is executed in favor of Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System ("Erlanger") by Walker County, Georgia ("Walker County,") this \_\_\_\_ day of \_\_\_\_\_.

### DEFINITIONS/RECITALS

On April 25, 2011, the Hospital Authority of Walker County, Dade and Catoosa Counties (the "Authority") executed a Line of Credit Note (the "Line of Credit Note") to evidence a line of credit Erlanger provided to the Authority to fund the operations of Hutcheson Medical Center, Inc. ("HMC") and Erlanger subsequently fully funded that credit line by providing \$20,000,000 in working capital on behalf of HMC (the "Line of Credit");

On April 25, 2011, in order to secure payment of the Line of Credit, the Authority executed a Deed to Secure Debt and Security Agreement (the "Deed to Secure Debt") in favor of Erlanger;

On April 25, 2011, in connection with the Line of Credit, Erlanger entered into a management agreement wherein it agreed, among other things, to manage HMC (the "Management Agreement").

As additional security for the Line of Credit, the Authority, Catoosa County ("Catoosa"), Walker County, and Dade County entered into an Intergovernmental Agreement dated April 25, 2011 (the "Intergovernmental Agreement"), pursuant to which Walker County and Catoosa (together, the "Counties") each agreed, upon an uncured default under the Line of Credit, to pay the Authority or its assigns an amount equal to one-half of the amounts then due and payable under the Line of Credit Note up to \$10 million;

On or about September 19, 2013, the Line of Credit Note matured and the outstanding balance due to Erlanger became immediately due and payable;

On December 28, 2015, Erlanger filed suit in the United States District Court for the Northern District of Georgia (the "Court") to collect the amount Walker County owed Erlanger arising out of the Intergovernmental Agreement and its guarantee of the loan extended to the Authority. See *Chattanooga-Hamilton County Hospital Authority v. Walker County*, Civil Action No. 4:15-cv-00250-HLM (N.D. Ga.) (the "Erlanger Action").

On August 23, 2016, the Court entered summary judgment in the Erlanger Action in favor of Erlanger and against Walker County on Count One of Erlanger's claims in the amount of \$8,705,000.00 (Eight Million Seven Hundred Five Thousand Dollars), plus interest accruing at the legal rate (the "Judgment").

Walker County subsequently appealed the Judgment. See *Walker County, Appellant v. Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System, Appellee*, Appeal 16-15656 (11th Cir.), which the Eleventh Circuit affirmed.

The Judgment is now final and non-appealable.

On October 23, 2017, Erlanger filed a Petition in the Nature of Mandamus Seeking Supplementary Relief in Aid of Judgment in the United States District Court for the Northern District of Georgia, known as *Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System, Petitioner v. Walker County, Georgia and Shannon Whitfield, in his capacity as the Sole Commissioner of Walker County, Georgia, Respondents* Civil Action 4:17-cv-48-HLM (N.D. Ga.) (the "Mandamus Action").

Walker County and Erlanger subsequently entered into a Forbearance Agreement pursuant to which Walker County agreed to pay Erlanger a portion of the Judgment in exchange for Erlanger's agreement to temporarily forbear from taking further action to collect on the Judgment (the "Forbearance Agreement").

For good and valuable consideration, Walker County hereby releases Erlanger, along with its current and former officers, board members, trustees, agents, employees, contractors, attorneys, successors and assigns, from any and all claims, causes of action, contracts, disputes, covenants, demands, obligations, suits, cross-claims, counterclaims, torts, costs, losses, attorneys' fees, damages, liabilities, expenses, or any other right or asserted right to the payment of money or to the performance of any obligation, whether in law or in equity, known or unknown, absolute or contingent, due or to become due, disputed or undisputed, liquidated or unliquidated, express or implied, arising out of or related to the Line of Credit, the Intergovernmental Agreement, the Deed to Secure Debt, the Management Agreement, the Forbearance Agreement, the Erlanger Litigation, the Mandamus Action and/or any other litigation arising out of or related to any of the foregoing.

Walker County, Georgia

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

Its:

Attest:

\_\_\_\_\_  
Secretary

## FORBEARANCE AGREEMENT

This Forbearance Agreement (the "Agreement") is entered into as of this 4th day of January 2018, by and among Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System ("Erlanger"), Walker County, Georgia ("Walker County"), and Shannon Whitfield, only in his capacity as the sole Commissioner of Walker County, Georgia ("Whitfield"). Erlanger, Walker County, and Whitfield are collectively sometimes referred to herein as the "Parties."

For purposes of this Agreement, "Walker County" shall include, without limitation, its Commissioner, officials, and Walker County's appointees to the Board of Trustees for the Hospital Authority of Dade, Catoosa and Walker Counties, and their successors; and "Erlanger" shall include, without limitation, all of its current and former officers, directors, trustees, agents, including its attorneys, and employees.

### RECITALS

A. On December 28, 2015, Erlanger filed an action in the United States District Court for the Northern District of Georgia (the "Court" or the "District Court") to collect the amount Walker County owed to Erlanger arising out of its guarantee of a loan extended to the Hospital Authority of Walker, Dade, and Catoosa Counties. *See Chattanooga-Hamilton County Hospital Authority v. Walker County*, Civil Action No. 4:15-cv-00250-HLM (N.D. Ga.) (the "Erlanger Action").

B. On August 23, 2016, the Court entered summary judgment in the Erlanger Action in favor of Erlanger and against Walker County on Count One of Erlanger's claims in the amount of \$8,705,000.00 (Eight Million Seven Hundred Five Thousand Dollars), plus interest accruing at the legal rate (the "Judgment"), and certified its judgment as final (the "Summary Judgment Order").

C. On August 23, 2016, pursuant to the terms of the Summary Judgment Order, the Clerk of Court entered the Judgment in favor of Erlanger in the Erlanger Action.

D. In the Summary Judgment Order, the Court also deferred adjudication of Erlanger's claim for attorneys' fees and expenses of litigation in Court Two of its Complaint, pending a jury trial, and the Court recently entered a pretrial order related to that portion of the Erlanger Action.

E. In that pretrial order, Erlanger seeks to recover approximately \$180,000.00 (One Hundred Eighty Thousand Dollars) in attorneys' fees and expenses of litigation from Walker County.

F. Walker County subsequently appealed the Judgment. See *Walker County, Appellant v. Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System, Appellee*, Appeal 16-15656 (11th Cir.) (the "Eleventh Circuit Appeal").

G. On July 13, 2017, the Eleventh Circuit affirmed the Judgment and the Clerk of the Eleventh Circuit entered judgment pursuant to Federal Rule of Appellate Procedure 36. The Eleventh Circuit opinion was not appealed to the Supreme Court of the United States.

H. On September 7, 2017, the District Court entered an Order in the Erlanger Action making the mandate of the United States Court of Appeals its judgment.

I. The Judgment is now final and non-appealable.

J. Pre-judgment interest in the amount of \$171,953.53 (One Hundred Seventy-One Thousand Nine Hundred Fifty-Three Dollars and Fifty-Three Cents) is due to Erlanger from Walker County on the Judgment.

K. As of December 5, 2017, \$66,241.63 (Sixty Six Thousand Two Hundred Forty-One Dollars and Sixty-Three Cents) was due and outstanding in unpaid post-judgment interest on the Judgment, and such interest continues to accrue at a rate of \$141.88 (One Hundred Forty-One Dollars and Eighty-Eight Cents) per day until the time the Judgment is paid, and is compounded annually on August 29<sup>th</sup> of each year.

L. Walker County has not paid Erlanger any amount due on the Judgment. Walker County has taken action to begin collecting

assessments from its taxpayers to help satisfy its obligations under the Judgment.

M. On October 23, 2017, in an effort to get Walker County and Whitfield to satisfy the Judgment, Erlanger filed a Petition in the Nature of Mandamus Seeking Supplementary Relief in Aid of Judgment in the United States District Court for the Northern District of Georgia, known as *Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System, Petitioner v. Walker County, Georgia and Shannon Whitfield, in his capacity as the Sole Commissioner of Walker County, Georgia, Respondents* Civil Action 4:17-cv-48-HLM (N.D. Ga.) (the "Mandamus Action").

N. The Parties desire to permit Walker County to satisfy the Judgment on the terms set forth herein and to have Erlanger forbear from taking further action in the Mandamus Action, including without limitation, the taking of any further action to collect the Judgment, unless Walker County defaults on any installment payment due to Erlanger per the terms of this Agreement or there is an Event of Default, as defined herein.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All of the Recitals are incorporated herein by reference as agreements of the Parties.

2. Walker County shall pay the total amount of \$8,700,000.00 (Eight Million Seven Hundred Thousand Dollars) to Erlanger in 13 (thirteen) installments on the dates and in the amounts set forth below (the "Installment Payments"):

Installment #1	January 20, 2018	\$650,000.00
Installment #2	April 20, 2018	\$650,000.00
Installment #3	July 20, 2018	\$650,000.00
Installment #4	October 20, 2018	\$650,000.00
Installment #5	January 20, 2019	\$650,000.00
Installment #6	April 20, 2019	\$650,000.00
Installment #7	July 20, 2019	\$650,000.00

Installment #8	October 20, 2019	\$650,000.00
Installment #9	January 20, 2020	\$650,000.00
Installment #10	April 20, 2020	\$650,000.00
Installment #11	July 20, 2020	\$650,000.00
Installment #12	October 20, 2020	\$650,000.00
Installment #13	December 31, 2020	\$900,000.00

(Each of the 13 Installment Payments listed above shall be referred to herein as an "Installment Payment," with the last and thirteenth such payment being referred to herein as the "Final Installment Payment"). All Installment Payments required by this Agreement shall be wired into the following Erlanger account: First Tennessee Bank, Memphis, TN, Routing # 084000026, Credit: Erlanger Health System; Account Number 000000653; provided, however, that Erlanger's Chief Legal Officer may instruct Walker County in writing to wire any Installment Payment to another account controlled by Erlanger. Said notice shall be in advance of any payment so as not to interfere with the timeliness of the payments to be made by Walker County.

3. Time of the Essence. Time is of the essence with respect to each and every Installment Payment required by this Agreement and Erlanger is entitled to demand strict compliance with the required payment dates and amounts. Walker County's failure to timely make any Installment Payment required by this Agreement shall be considered a material breach of this Agreement and an event of default (such failure is sometimes referred to herein as an "Event of Default") which may be addressed by Erlanger, at its sole election, in accordance with Paragraph 6 of this Agreement.

4. Forbearance. As long as all Installment Payments required by this Agreement are timely made and there has been no Event of Default, Erlanger shall forbear from taking any further action in the Mandamus Action and shall take no further collection actions against Walker County relating to the Judgment; provided, however, that Walker County agrees and consents to Erlanger's recordation of the Judgment, but the Parties further agree that, unless there is an Event of Default, Erlanger shall not file any lien on any real or personal property owned by

Walker County and shall not take any steps to impair Walker County's efforts to transfer any such property.

5. Stay of the Mandamus Action. Upon execution of this Agreement by all Parties, counsel for the Parties in the Mandamus Action shall file a joint motion in that action, substantially in the form of Exhibit "A" hereto, asking the Court to administratively stay the Mandamus Action until January 31, 2020, unless there is an Event of Default under this Agreement, in which case Erlanger has the right to seek to vacate the stay prior to that time, which motion to vacate shall not be opposed by Walker County. If the Court denies the Motion to Stay the Mandamus Action, Erlanger will dismiss the Mandamus Action without prejudice.

6. Remedies Upon Event of Default. If Walker County fails to make any Installment Payment on time as outlined by the timetable of payments in paragraph 2 of this Agreement, or any successor to Whitfield fails to honor Walker County's payment obligations under this Agreement for any reason, either of such events shall be considered an Event of Default. If either Event of Default occurs, Erlanger has the right, in its sole discretion, to:

(a) Seek prompt reinstatement of the Mandamus Action if previously stayed, or refile a mandamus action in the Court, which Walker County, as the defaulting party, shall not oppose; and

(b) Seek payment of the full amount of Judgment from Walker County, and the Parties agree that, in case of an Event of Default, the full amount of the Judgment includes all of the following: (i) the principal amount of \$8,705,000.00 (Eight Million Seven Hundred Five Thousand Dollars), less any amounts paid pursuant to the Installment Payment schedule above; (ii) prejudgment interest in the amount of \$171,953.53 (One Hundred Seventy-One Thousand Nine Hundred Fifty-Three Dollars and Fifty-Three Cents); (iii) post judgment interest in the amount of \$66,241.63 (Sixty-Six Thousand Two Hundred Forty-One Dollars and Sixty-Three Cents) plus \$141.88 (One Hundred One Dollar and Eighty-Eight Cents) for each day from December 5, 2017 to August 29, 2018, and then compounded annually thereafter through the date of payment of the Judgment in full; and (iv) \$180,000.00 (One Hundred

Eighty Thousand Dollars) in reasonable attorneys' fees and expenses of litigation incurred by Erlanger in the Erlanger Action, which Walker County shall not oppose; and

(c) Seek any and all of the relief requested from the Court in the Mandamus Action, including compelling Respondents Whitfield and Walker County to satisfy the full amount of the Judgment (including all of the components set forth in subsection (b)), by using funds available in Walker County's bank accounts, general fund depositories, and/or general fund treasuries; and if such accounts, depositories, and treasuries have insufficient funds to satisfy the Judgment in full (including all of the components set forth in subsection (b)), to compel Respondents to levy and collect taxes, or borrow funds, and use such collections and funds to satisfy the Judgment in full, or do each and every other act required of them in order to satisfy the full amount of the Judgment, all of which relief Walker County shall not oppose.

7. Dismissal of Count II of the Erlanger Action. Within 15 days of the later of: (a) execution of this Agreement by all Parties, or (b) the Court's entry of an order administratively staying the Mandamus Action, Erlanger agrees to dismiss Count II of the Erlanger Action without prejudice; provided, however, that such dismissal shall not thereafter preclude, and shall not be argued to preclude, Erlanger from seeking and recovering in the Mandamus Action the attorneys' fees and expenses of litigation referenced in subsection 6(b) or payment of any of the other elements of the full amount of the Judgment set forth in subsection 6(b).

8. Actions to be taken by Erlanger if Walker County makes all of the Installment Payments. Within 15 days after the Final Installment Payment is made by Walker County, and assuming no Event of Default has occurred, Erlanger agrees to: (a) dismiss the Mandamus Action with prejudice if previously stayed; (b) execute a satisfaction of the Judgment; and (c) execute a covenant not to sue Walker County, substantially in the form of Exhibit "B" hereto.

9. Release of Erlanger by Walker County. Within 15 days after the Final Installment Payment is made by Walker County, and assuming no Event of Default has occurred, Walker County agrees to execute a



release in favor of Erlanger, substantially in the form of Exhibit "C" hereto.

10. Authority/Capacity to Execute. Each of the Parties represents and warrants that the person signing the Agreement on his or its behalf: (i) has the authority to execute the Agreement on his or its behalf; (ii) has the capacity to execute the Agreement on his or its behalf; and (iii) has taken all steps necessary to ensure the enforceability of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and transmitted by facsimile or by electronic mail, each of which when so executed and delivered by facsimile or electronic mail shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

12. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Georgia, without regard to the choice of law provisions thereof.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under any such law or deemed unenforceable for any reason, such provision shall be ineffective to the extent of such prohibition, invalidity, or unenforceability without affecting the remainder of such provision or the remainder of the Agreement, *provided, however,* that if any term impacting the obligations of Walker County to pay the Installment Payments set forth above in Paragraph 2 shall be deemed unenforceable or invalid for any reason whatsoever, Erlanger shall have all of the rights and remedies afforded to it in Paragraph 6.

14. No Modification/Waiver. Neither this Agreement nor any provision of this Agreement may be modified or waived in any way except by an agreement in writing signed by each of the parties hereto consenting to such modification or waiver. In no event shall Erlanger's decision to accept a late Installment Payment on any occasion or to


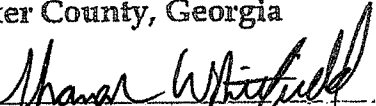
excuse any Event of Default for any reason be construed as a waiver of Erlanger's rights under this Agreement or under applicable law.

15. Advice of Counsel/Drafting of Agreement. The Parties acknowledge and agree that they have fully read, understood, and unconditionally accepted this Agreement after consulting with their attorneys or having the opportunity to consult with their attorneys, and acknowledge and agree that this Agreement is mutual and binding on all Parties hereto. The Parties further agree that they have each had a hand in negotiating and drafting this Agreement, and that the terms hereof shall not be construed against any of the Parties as the drafter.

16. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors, and assigns. If Whitfield's successor is for any reason determined not to be obligated hereunder, then Erlanger shall have all of the rights and remedies afforded to Erlanger against Walker County under Paragraph 6 as an Event of Default.

17. Disputes. Any and all disputes involving the enforcement of this Agreement or arising out of this Agreement shall be brought and resolved in the United States District Court for the Northern District of Georgia.

AGREED TO AS OF THE DATE SET FORTH ABOVE:

Chattanooga-Hamilton County Hospital Authority <i>d/b/a</i> Erlanger Health System By:  Name: <u>Greg T Gentry</u> Title: <u>CEO</u>
Walker County, Georgia By:  Shannon Whitfield, Sole Commissioner of Walker County,

Georgia

**Shannon Whitfield, in his capacity as  
the Commissioner of Walker County**



A handwritten signature in cursive script, appearing to read "Shannon Whitfield", is written over a horizontal line.

# EXHIBIT A

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION

CHATTANOOGA-HAMILTON	)	
COUNTY HOSPITAL AUTHORITY	)	
d/b/a ERLANGER HEALTH SYSTEM	)	CIVIL ACTION NO.
	)	4:17-CV-00248-HLM
<i>Petitioner</i>	)	
	)	
v.	)	
	)	
SHANNON WHITFIELD, in his capacity	)	
as the Sole Commissioner of Walker	)	
County, Georgia, and WALKER	)	
COUNTY, GEORGIA	)	
	)	
<i>Respondents</i>	)	

CONSENT MOTION FOR ENTRY OF A STAY

Petitioner Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System (“Erlanger”) and Respondents Walker County, Georgia and Shannon Whitfield, in his capacity as the Sole Commissioner of Walker County, Georgia (collectively the “Parties”), by and through their counsel, move for an administrative stay of this action as part of a Forbearance Agreement, pursuant to which the Parties hope to finally resolve their disputes.

In support of their Motion, the Parties rely on their supporting Memorandum of Law in Support of Motion for the Entry of a Stay. A proposed

consent Order granting the stay is attached hereto as Exhibit A for the Court's convenience.

WHEREFORE, the parties pray that the Court enter the attached Consent Order and that it grant such other relief as it deems just and appropriate.

Respectfully submitted this \_\_\_\_ day of January 2018

Counsel for Petitioner

/s/ Jennifer L. Shelfer  
Karen B. Bragman  
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*Attorneys for Respondents*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that she has this day served a true and correct copy of the foregoing by using the Court's electronic filing system, which causes an electronic notice of filing to be sent to all counsel of record.

This \_\_ day of January 2018.

/s/ Karen B. Bragman  
Karen B. Bragman

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION

CHATTANOOGA-HAMILTON )  
COUNTY HOSPITAL AUTHORITY )  
d/b/a ERLANGER HEALTH SYSTEM )  
*Petitioner* )

CIVIL ACTION NO.  
4:17-CV-00248-HLM

v. )

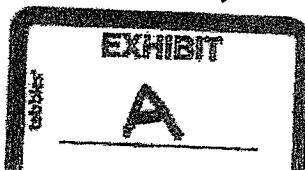
SHANNON WHITFIELD, in his capacity )  
as the Sole Commissioner of Walker )  
County, Georgia, and WALKER )  
COUNTY, GEORGIA )  
*Respondents* )

ORDER

This case is before the Court on the Parties' Consent Motion for Entry of an Administrative Stay.

It appearing to the Court that there is good cause for the entry of a stay, IT IS HEREBY ORDERED THAT: this civil action is administratively stayed until: (1) the date on which Erlanger seeks relief from the stay due to an Event of Default pursuant to the terms of their Forbearance Agreement; or (2) the date on which Erlanger files a notice of dismissal after all payments due under the terms of the Forbearance Agreement have been made.

IT IS SO ORDERED, this the \_\_\_ day of \_\_\_\_\_.





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UNITED STATES DISTRICT JUDGE

## LOCAL MARKETING ORGANIZATION AGREEMENT

This agreement is entered into by WALKER COUNTY, GEORGIA, (hereinafter referred to as "County"), and WALKER COUNTY CHAMBER OF COMMERCE, INC., a non-profit 501(c) organization in Walker County, Georgia, (hereinafter referred to as "Organization").

WHEREAS, the County may expend Hotel-Motel Excise funds pursuant to O.C.G.A. § 48-13-51(b) for promoting tourism subject to the following limitations:

- A) At least 50% of the total collected, over what was collected at five-percent (5%), shall be expended for Tourism, Conventions and Trade Shows, pursuant to O.C.G.A. § 48-13-50.2(4)
- B) Any remaining amount collected can be used for Tourism Product Development, pursuant to O.C.G.A. § 48-13-50.2(6)

WHEREAS, the Organization is a private sector non-profit organization exempt from income tax under IRC §501(C) which is willing and authorized to expend such funds for the purpose of promoting tourism in the County as provided by law.

NOW, THEREFORE, in consideration of the premises herein, the parties hereto agree as follows:

1. From October 1, 2019 to September 30, 2020, the County is to pay the Organization an amount equal to the amount by which the total taxes collected under the Code Section exceed the taxes which would be collected at a rate of three-percent (3%). The total tax collected shall be five-percent (5%). Therefore, 40% of the funds collected by the County shall be delivered to the Organization to be used for tourism promotion in the manner set forth herein.
2. From October 1, 2020 to September 30, 2021, the County is to pay the Organization at least half of the amount of the total taxes collected over what was collected at five-percent (5%). The total tax collected shall be eight-percent (8%). Therefore, 43.75% of the funds collected by the County shall be delivered to the Organization to be used for tourism promotion in the manner set forth herein. The remaining 18.75% is to be used for Tourism Product Development.
3. All sums received by the Organization from the County shall hereunder be expended by the Organization according to the hotel/motel tax budget prepared by the County. These funds shall be expended within one year from receipt of the above amount, and solely for the promotion of tourism in the County. Tourism involves traveling to experience and learn about the places, artifacts, and activities that authentically represent the stories and people of Georgia's

past and present. It includes the preservation of recreational, cultural, historic, and natural resources of Georgia for the benefit of both visitors and local residents. Tourism involves, but is not limited to the following elements:

- 1) Visiting historic places and other places of interest.
  - 2) Participating in historic and recreational activities.
  - 3) Educating both visitors and local residents about the past and the culture of the past.
  - 4) Experiencing recreational, cultural and/or historic opportunities.
  - 5) Enjoying the natural environment.
- See attachment Exhibit "A" for list of appropriate expenditures.

4. The Organization shall form a Tourism Committee, made of representatives from across the County, to advise where revenue expended to promote tourism will have the greatest impact. The committee shall meet a minimum of once per quarter and shall include the following persons:

- (A) A representative of the Organization
- (B) A member of the Organization's Board of Directors
- (C) A designee of the Sole Commissioner or Chair of the Walker County Board of Commissioners
- (D) A designee/representative of the City of Chickamauga
- (E) A designee/representative of the City of LaFayette
- (F) A designee/representative of the City of Lookout Mountain
- (G) A designee/representative of the City of Rossville
- (H) A representative of a short term vacation rental
- (I) A representative of a Walker County based tourist attraction
- (J) The Walker County Economic Development Director
- (K) The Walker County Public Relations Director

5. The Organization shall provide audit verification to the County demonstrating that the Organization used the funds solely and exclusively for the purpose of promoting tourism in conformance with this Agreement. Such verification shall be provided to the County within two weeks of the County's written request for the audit verification, and in no instance later than 30 days after expenditure of all the funds granted hereunder.

6. By executing this Agreement, the Organization hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement, and will further expend such funds in full compliance with County ordinances and state laws. The County shall provide from time to time written requests to the Organization for payment of certain permitted expenditures for the promotion of tourism. The Organization shall not make any payments over \$1,500 without the pre-approval of the County. The Organization agrees to defend, indemnify and hold harmless County from and against all claims that arise from its failure or alleged failure to spend funds in compliance with this paragraph, and shall defend the County from and against all claims that arise therefrom, including the reasonable attorneys' fees and court costs of the County. Furthermore, if the Organization fails to spend the funds in the manner contemplated in this agreement, or fails to meet the timeliness requirements hereof, the Organization agrees this shall constitute breach of this Agreement, and all such funds shall be returned to the County immediately. In consideration of the Organization's administration of the funds referenced herein, the County agrees that \$2,500 or 20-percent of the total yearly excise tax remitted by the County to the Organization, whichever amount is less, of the tourism promotion funds will be used to help fund the operation of the Walker County Visitor Center.

7. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands and other communications required or permitted to be given hereunder by such party.

- a. Rebecca Wooden, County Clerk, Walker County, Georgia, 101 South Duke Street, P.O. Box 445, LaFayette, GA. 30728; r.wooden@walkerga.us.
- b. Walker County Chamber of Commerce, Inc., 10052 N. Hwy. 27, Rock Spring, GA. 30739; lacey@walkerchamber.org.

8. Either party may terminate this Agreement, with or without cause, by providing the other party with a minimum 30 day advance of the termination, unless the other party waives in writing the 30 day advance notice requirement. Notwithstanding the above, if the Agreement is terminated due to a breach of the Agreement by one party, the non-breaching party is not required to abide by the 30 day notice requirement.

9. The parties hereto may not assign, sublet or transfer their interest in responsibilities under this agreement without prior written approval of all parties hereto.

10. It is the intention of the parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

Walker County, Georgia

Walker County Chamber of Commerce

By: \_\_\_\_\_  
Shannon Whitfield, Sole Commissioner

By: \_\_\_\_\_  
Lacey Wilson, President

Attest: \_\_\_\_\_  
Rebecca Wooden, County Clerk

**EXHIBIT "A"**

Here are some examples of projects, activities, and other expenses. Those marked "Yes" are eligible to be funded with the Hotel/Motel Tax funds restricted to promoting tourism.

Radio/television & digital advertising promoting Festivals, Events or Shows	Yes
Radio/television sponsored segments promoting Tourist Attractions	Yes
Print advertising promoting Tourist Attractions, Festivals, Events or Shows	Yes
Fees for website advertising, attractions, accommodations, and restaurants	Yes
Brochures highlighting local attractions	Yes
Map of local accommodations and restaurants	Yes
Visitors maps and packets	Yes
Postage for mailing visitors packets	Yes
Welcome signs at city/county borders	Yes
Building rent for Visitors Center	Yes
Visitors Center staff salaries	Yes
Decorative banners for street lights that advertise a specific recurring event	Yes
Generic decorative banners for street lights	No
Festivals, Events or Shows	No
Overtime for 1st Responders working Festivals, Events or Shows	No
General operating expenses for a Chamber of Commerce	No



# GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, among the Circuit Public Defender Office of the Lookout Mountain Judicial Circuit (herein referred to as “the Public Defender Office”), the governing authority of **Catoosa County**, a body politic and a subdivision of the State of Georgia (herein referred to as “Catoosa County”), the governing authority of **Chattooga County**, a body politic and a subdivision of the State of Georgia (herein referred to as “Chattooga County”), and the governing authority of **Dade County**, a body politic and a subdivision of the State of Georgia (herein referred to as “Dade County”) and the governing authority of **Walker County**, a body politic and a subdivision of the State of Georgia (herein referred to as “Walker County”. Catoosa, Chattooga, Dade and Walker Counties are herein referred to collectively as “the Counties.” This agreement is effective January 1, 2021.

## WITNESSETH:

**WHEREAS**, GPDC, the Public Defender Office, and the Counties enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended; and

**WHEREAS**, GPDC is existing under the laws of the State of Georgia; and

**WHEREAS**, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

**WHEREAS**, GPDC is the fiscal officer for the Public Defender Office; and

**WHEREAS**, the Counties are a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

**WHEREAS**, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by GPDC. This system and this agreement include the following:

- 1) The provision by the Public Defender Office of the statutorily required services to the Counties;
- 2) The provision by the Counties of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- 3) Optional provisions; and
- 4) The provision for other matters necessary to carry out this agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

## ARTICLE 1

### STATUTORY PERSONNEL

**Section 1.01 Statutory Staffing.** The Public Defender Office agrees to provide for the Lookout Mountain Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

**Section 1.02 Statutory Services.** The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- 1) Felony and misdemeanor cases prosecuted in the Superior Courts of the Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- 2) Hearings in the Superior Courts of the Counties on a revocation of probation;
- 3) Cases prosecuted in the Juvenile Courts of the Counties in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- 4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

**Section 1.03 Conflicts.** The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

## ARTICLE 2

### OPTIONAL PROVISIONS

**Section 2.01 Additional County-Funded Personnel.** Because of the unique needs of the Lookout Mountain Judicial Circuit, the Counties agree to fund a pro rata share of additional personnel in the Public Defender Office for the 2021-2021 fiscal year, as described in Attachment A. These are in addition to the positions described in Article 1 and Section 1.01 above. These positions will be funded by the Counties in the Lookout Mountain Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 171232.

## ARTICLE 3

### MISCELLANEOUS

**Section 3.01 Term.** The term of this agreement is 12 months beginning January 1, 2021 and ending December 31, 2021.

**Section 3.02 Maintenance of effort.** The Counties agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense as part of this support each county agrees to provide space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

**Section 3.03 Severability.** Any section, subsection, paragraph, term, condition, provision or other part (herein after collectively referred to as "part") of this agreement that is judged, held, found, or declared to voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

**Section 3.04 Cooperation, dispute resolution and jurisdiction.**

- (a) The Public Defender Office and the Counties acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.
- (b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.
- (c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law,



- the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

**Section 3.05 Notice.** A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

**Circuit Public Defender Office of the Lookout Mountain Judicial Circuit:**

**Jad B. Johnson  
Circuit Public Defender  
101 Napier St.  
LaFayette, GA 30728**

**Catoosa County:**

**Alicia Vaughan  
County Manager, Catoosa County, Georgia  
800 LaFayette St.  
Ringgold, Georgia 30736**

**Chattooga County:**

**Hon. Jason Winters, Commissioner  
120 Cox Street  
Summerville, GA 30747**

**Dade County:**

**Ted Rumley  
County Manager  
Post Office Box 613  
Trenton, GA 30752**

**Walker County:**

**Hon. Shannon Whitfield, Commissioner  
101 S. Duke Street  
Post Office Box 445  
LaFayette, GA 30728**

**Georgia Public Defender Council:**

**Omotayo Alli, Director  
104 Marietta Street  
Suite 400  
Atlanta, GA 30303**

**Section 3.06 Agreement modification.** This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 3.05 may agree in writing by an exchange of letter or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. No modifications may be made without prior notice to and approval from all parties to this agreement.

**Section 3.07 Termination.**

**(a) Due to non-availability of funds.** In the event that either the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the Counties accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the occurrence of the reduction in county funds by the person named in Section 3.05 by the Counties to receive funds is conclusive. The Counties shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 3.08. In lieu of terminating this agreement, the Counties and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 3.06.

**(b) For cause.** This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement, "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection of the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of termination, except as required under Section 3.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

**(c) For convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

**(d) Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the Counties agree to comply with the provisions of Section 3.08 (b).

**Section 3.08 Cooperation in transition of services.**

**(a) At the beginning of the agreement.** The Counties agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office client records.

5 (b) **During or at the end of the agreement.** The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>th</sup> day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of this agreement.

(c) **Statutory responsibility continuation.** The Public Defender Office and the Counties acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

**Section 3.09 Advance of Funds.** The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement,

**Section 3.10 Rollover of Funds.** The Counties acknowledge that state agencies have a fiscal year from July 1 to June 30. The County agrees to authorize the Georgia Public Defender Standards Council to roll over remaining county funds from June 30, 2021 to July 1, 2021 which is the start of Fiscal Year 2021.

**Section 3.11 Time.** Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

**Catoosa County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Chattooga County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Dade County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Walker County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Circuit Public Defender**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Circuit Public  
Defender

ATTEST:

Consented to:

**Georgia Public Defender Standards Council**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Director

Attachment "A"

STATE FUNDED - Public Defender and Assistants													
Name	#	Salaries		FICA 7.65%	Retirement 24.66%	Health Insurance 30.454%	Unemployment \$31 per Person	Total					
Chief Public Defender (Johnson)	1	\$	107,636.64	\$	8,234.20	\$	26,543.20	\$	32,779.66	\$	31.00	\$	175,224.70
Chief Assistant APD (Powers)	1	\$	70,000.00	\$	5,355.00	\$	17,262.00	\$	21,317.80	\$	31.00	\$	113,965.80
APD (Patten)	1	\$	71,364.96	\$	5,459.42	\$	17,598.60	\$	21,733.48	\$	31.00	\$	116,187.46
APD (Spitalny)	1	\$	56,000.00	\$	4,284.00	\$	13,809.60	\$	17,054.24	\$	31.00	\$	91,178.84
APD (Vacancy)	1	\$	65,000.00	\$	4,972.50	\$	16,029.00	\$	19,795.10	\$	31.00	\$	105,827.60
<b>TOTAL:</b>	<b>5</b>	<b>\$</b>	<b>370,001.60</b>	<b>\$</b>	<b>28,305.12</b>	<b>\$</b>	<b>91,242.39</b>	<b>\$</b>	<b>112,680.29</b>	<b>\$</b>	<b>155.00</b>	<b>\$</b>	<b>602,384.40</b>

STATE FUNDED - Public Defender Administrative													
Name	#	Salaries		FICA 7.65%	Retirement 24.66%	Health Insurance 30.454%	Unemployment \$31 per Person	Total					
Administrative Assistant (Anderson)	1	\$	39,400.80	\$	3,014.16	\$	9,716.24	\$	11,999.12	\$	31.00	\$	64,161.32
Administrative Assistant (Williams)	1	\$	47,101.44	\$	3,603.26	\$	11,615.22	\$	14,344.27	\$	31.00	\$	76,695.19
Investigator (Thompson)	1	\$	52,752.00	\$	4,035.53	\$	13,008.64	\$	16,065.09	\$	31.00	\$	85,892.27
<b>TOTAL:</b>	<b>3</b>	<b>\$</b>	<b>139,254.24</b>	<b>\$</b>	<b>10,652.95</b>	<b>\$</b>	<b>34,340.10</b>	<b>\$</b>	<b>42,408.49</b>	<b>\$</b>	<b>93.00</b>	<b>\$</b>	<b>226,748.77</b>

COUNTY FUNDED - Public Defender and Assistants													
Name	#	Salaries		FICA 7.65%	Retirement 24.66%	Health Insurance 30.454%	Unemployment \$31 per Person	Total					
APD (Aloisio)	1	\$	51,460.00	\$	3,936.69	\$	12,690.04	\$	15,671.63	\$	31.00	\$	83,789.35
APD (Jones)	1	\$	46,000.00	\$	3,519.00	\$	11,343.60	\$	14,008.84	\$	31.00	\$	74,902.44
APD (Lanphier)	1	\$	55,000.00	\$	4,207.50	\$	13,563.00	\$	16,749.70	\$	31.00	\$	89,551.20
APD (Smith)	1	\$	45,000.00	\$	3,442.50	\$	11,097.00	\$	13,704.30	\$	31.00	\$	73,274.80
APD (Williamson)	1	\$	55,000.00	\$	4,207.50	\$	13,563.00	\$	16,749.70	\$	31.00	\$	89,551.20
APD (Wolfe)	1	\$	49,470.00	\$	3,784.46	\$	12,199.30	\$	15,065.59	\$	31.00	\$	80,550.35
<b>TOTAL:</b>	<b>6</b>	<b>\$</b>	<b>301,930.00</b>	<b>\$</b>	<b>23,097.65</b>	<b>\$</b>	<b>74,455.94</b>	<b>\$</b>	<b>91,949.76</b>	<b>\$</b>	<b>186.00</b>	<b>\$</b>	<b>491,619.35</b>

COUNTY FUNDED - Public Defender Administrative													
Name	#	Salaries		FICA 7.65%	Retirement 24.66%	Health Insurance 30.454%	Unemployment \$31 per Person	Total					
Administrative Assistant (Millsap)	1	\$	31,620.00	\$	2,418.93	\$	7,797.49	\$	9,629.55	\$	31.00	\$	51,496.98
Administrative Assistant (Peters)	1	\$	37,885.44	\$	2,898.24	\$	9,342.55	\$	11,537.63	\$	31.00	\$	61,694.86
Administrative Assistant (Smith)	1	\$	35,700.00	\$	2,731.05	\$	8,803.62	\$	10,872.08	\$	31.00	\$	58,137.75
Social Worker (Gregg)	1	\$	33,000.00	\$	2,524.50	\$	8,137.80	\$	10,049.82	\$	31.00	\$	53,743.12
PT Administrative Assistant (Alvarez)	1	\$	13,000.00	\$	188.50	\$	-	\$	-	\$	-	\$	13,188.50
<b>TOTAL:</b>	<b>5</b>	<b>\$</b>	<b>151,205.44</b>	<b>\$</b>	<b>10,761.22</b>	<b>\$</b>	<b>34,081.46</b>	<b>\$</b>	<b>42,089.08</b>	<b>\$</b>	<b>124.00</b>	<b>\$</b>	<b>238,261.20</b>

COUNTY FUNDED - Operating Expenditures			
Name of Account	Monthly	Annual	
Telecommunications	\$ 1,200.00	\$ 14,400.00	
Office Supplies	\$ 1,000.00	\$ 12,000.00	
Copying Costs	\$ 208.33	\$ 2,500.00	
Postage	\$ 200.00	\$ 2,400.00	
Printing	\$ 150.00	\$ 1,800.00	
Reference Books/ Law Books	\$ 400.00	\$ 4,800.00	
Transcripts	\$ 166.67	\$ 2,000.00	
Copier Replacement	\$ 333.33	\$ 4,000.00	
Court Reporter Services	\$ 250.00	\$ 3,000.00	
Furniture & Equipment	\$ 250.00	\$ 3,000.00	
Travel (Outside)	\$ 291.67	\$ 3,500.00	
Professional Organization Dues	\$ 458.33	\$ 5,500.00	
Subscriptions	\$ 125.00	\$ 1,500.00	
Training (Outside)	\$ 416.67	\$ 5,000.00	
Utilities	\$ 833.33	\$ 10,000.00	
<b>TOTAL:</b>	<b>\$ 6,283.33</b>	<b>\$ 75,400.00</b>	

TOTAL EXPENDITURES:			
	State Funded	County Funded	
Public Defender and Assistants	\$ 602,384.40	\$ 491,619.35	
Public Defender Administrative	\$ 226,748.77	\$ 238,261.20	
5% Administrative Fee	-	\$ 36,494.03	
CPD Supplement	-	-	
Operating Expenditures	-	\$ 75,400.00	
<b>TOTAL:</b>	<b>\$ 829,133.18</b>	<b>\$ 841,774.57</b>	
<b>GRAND TOTAL FOR CIRCUIT:</b>		<b>\$1,670,907.75</b>	

Current Budget	Difference
\$ 494,174.74	\$ 2,555.39
\$ 238,158.99	\$ (102.21)
\$ 36,616.69	\$ 122.66
\$ -	\$ -
\$ 75,400.00	\$ -
<b>\$ 844,350.42</b>	<b>\$ 2,575.85</b>

BREAKDOWN BY COUNTY			
County	%	Monthly	Annual
Catoosa**	34.5%	\$ 27,266.57	\$ 327,198.82
Chattooga	16.0%	\$ 10,012.58	\$ 120,150.96
Dade**	10.0%	\$ 8,150.18	\$ 97,802.12
Walker	39.5%	\$ 24,718.56	\$ 296,622.68
<b>TOTAL:</b>	<b>100%</b>	<b>\$ 70,147.88</b>	<b>\$ 841,774.57</b>

<b>BREAKDOWN BY COUNTY (Personnel)</b>			
County	%	Monthly	Annual
Catoosa**	34.5%	\$ 25,098.82	\$ 301,185.82
Chattooga	16.0%	\$ 9,007.25	\$ 108,086.96
Dade**	10.0%	\$ 7,521.84	\$ 90,262.12
Walker	39.5%	\$ 22,236.64	\$ 266,839.68
<b>TOTAL:</b>	<b>100%</b>	<b>\$ 63,864.55</b>	<b>\$ 766,374.57</b>

<b>BREAKDOWN BY COUNTY (Operating)</b>			
County	%	Monthly	Annual
Catoosa**	34.5%	\$ 2,167.75	\$ 26,013.00
Chattooga	16.0%	\$ 1,005.33	\$ 12,064.00
Dade**	10.0%	\$ 628.33	\$ 7,540.00
Walker	39.5%	\$ 2,481.92	\$ 29,783.00
<b>TOTAL:</b>	<b>100%</b>	<b>\$ 6,283.33</b>	<b>\$ 75,400.00</b>

<b>Formula for Pro-Rata Share of Personnel</b>	
Total County Expenditure on Personnel	\$ 766,374.57
Deduction of Catoosa and Dade Misd.	\$ 90,831.09
<b>Total Personnel Amount Pro-Rata (all counties)</b>	<b>\$ 675,543.48</b>

**Explanations:**

Pro rata share of personnel per county was figured by deducting costs equivalent to 1.5 Assistant Public Defenders from the total personnel cost. We then figured the pro rata share based on population and added the costs totaling \$90,831.09 for the 1.5 attorneys to Catoosa & Dade on a 75% (Catoosa)/25% (Dade) split.

**Lookout Mountain Judicial Circuit**  
**ATTACHMENT B – Personnel Expenditures**  
**Walker County**

**January 1, 2021 – December 31, 2021**

The County agrees to pay the Public Defender Office \$766,374.57 in 12 monthly installments of \$63,864.55. Installments are due to the Georgia Public Defender Council (GPDC) on the 15<sup>th</sup> of the preceding month beginning on December 15, 2020. Invoices will be sent to the following address:

Walker County

Attn: Shannon Whitfield, Commission Chairman

101 S. Duke Street

P.O. Box 445

La Fayette, GA 30728

Installments will be paid directly to GPDC at the following address:

GPDC

Attn: Jason Ring

104 Marietta Street

Suite 400

Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2).



## STORAGE AGREEMENT

THIS STORAGE AGREEMENT ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date") by and between CHI Memorial Hospital - Georgia, a Georgia nonprofit corporation ("Memorial") and Walker County, Georgia, a political subdivision of the State of Georgia, ("County"). Memorial and County are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, Memorial is a not-for-profit, faith-based organization which operates a general acute care hospital located at 100 Gross Crescent Circle, Fort Oglethorpe, Georgia (the "Hospital");

**WHEREAS**, the Hospital has a limited capacity morgue on Hospital premises ("Morgue");

**WHEREAS**, County, from time to time, needs access to a morgue for the temporary storage of deceased human bodies to support its community services;

**WHEREAS**, County desires to enter into an independent contractor arrangement with Memorial pursuant to which Memorial shall agree to temporarily store deceased human bodies in the Morgue on behalf of County for specified periods, as may be requested by County from time to time; and, Memorial, in support of its community mission, desires to provide such storage access to County pursuant to the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledge, the Parties hereby agree as follows:

### ARTICLE I SCOPE OF AGREEMENT

1. **Scope of Engagement.** During the Term (as hereinafter defined), Memorial hereby agrees to temporarily store deceased human bodies ("Bodies", each individually, a "Body") in the Morgue on behalf of County, as may be requested by County from time to time, as further described herein, pursuant to the terms and conditions set forth herein and all attachments and exhibits (the "Storage Services"), and County hereby accepts such arrangement on the terms and conditions set forth in this Agreement and all attachments and exhibits.
2. **Independent Contractor Status.** The Parties acknowledge and agree that at all times, Memorial's relationship with County shall be that of an independent contractor and subject to the terms and conditions of this Agreement, inclusive of all attachments and exhibits. Nothing in this Agreement shall be deemed to constitute: (a) Memorial as the employee or agent of County or (b) County as the employee or agent of Memorial.

### ARTICLE II STORAGE SERVICES

1. **Capacity.** During the Term upon the request of County, Memorial agrees to store up to four (4) Bodies at a time in the Morgue, subject to available capacity in the Morgue and the Body's acceptance through the Drop-Off Procedure (defined in Article II § 2 hereof). County acknowledges and agrees that available capacity in the Morgue will fluctuate during the Term, that Memorial, as a fully operational hospital, will prioritize storage of Bodies originating from the Hospital and/or its affiliates over those of the County, and County must obtain Memorial's authorization, through the Drop-Off Procedure, to leave a Body in the Morgue or on Hospital premises. Memorial's duty to

accept a Body is limited to its available capacity, as determined in Memorial's sole discretion, and County's compliance with the Drop-Off Procedure, including but not limited to, obtaining advance permission to store a Body from Memorial's On-Call Administrator.

2. **Drop-Off Procedure.** The County shall, at its sole cost and expense, prepare and transport each Body for Storage in the Morgue in accordance with applicable laws, regulations, and standards of care (including affixing identification to the Body and performing any other acts necessary for the Body's proper, lawful storage). The County Coroner or his/her designee shall accompany each Body brought for storage and, upon arrival, contact the On-Call Administrator to request permission to store the Body in the Morgue. The County Coroner or his/her designee shall provide copies of all medical, funeral, death/vital, administrative, and other records associated with the Body (collectively, "Records") to the On-Call Administrator for review. If necessary to comply with the terms of this Agreement or applicable laws, regulations or operating procedures of Memorial, the On-Call Administrator may also request an opportunity to visually inspect the Body which shall be conducted under the direct supervision of the County Coroner or his/her designee. However, a visual inspection shall not be permitted in scenarios where a Body has been sealed within a self-contained storage bag if allowing a visual inspection could compromise the integrity of evidence and/or an ongoing investigation being conducted by law enforcement and/or the County Coroner in connection with said Body. Prior to or at drop-off, the County Coroner or designee must also disclose: (i) cause of death (known or unknown and specifics) and identification information, (ii) if the Body is suspected to be contaminated with infectious disease or other contaminants presenting a health risk to others, (iii) autopsy/crime lab status, (iv) contact info for known next-of-kin, and (iv) anticipated storage period. After review of the Body and Records, the On-Call Administrator may accept the Body and Records for Storage in the Morgue if available capacity exists. The On-Call Administrator is under no obligation to accept a Body which is improperly prepared, maintained, or otherwise suspected of presenting a health risk to others. The On-Call Administrator may consider probable future capacity demands in making a capacity determination.

3. **Duration; Removal Rights.**

a. Each Body accepted for storage by Memorial via the Drop-Off Procedure shall be stored in the Morgue for up to seventy-two (72) hours after the time it is accepted by Memorial's On-Call Administrator ("Drop-Off Time") or, if the seventy-two (72) hour period expires outside of hospital's business hours (defined as 7am-7pm), until five o'clock (5:00pm) on the third day following its Drop-Off Time (collectively, the "Removal Deadline"). The County shall, at its sole cost and expense, remove each Body from the Morgue and Memorial's custody by the Removal Deadline. If the County does not remove the Body by the Removal Deadline, the Parties agree that Memorial shall have the right to immediately terminate this Agreement for cause under Article III, Section 4 hereof and immediately petition the local court for custody and control of the Body to arrange for its proper, lawful disposal without opposition from the County (including, but not limited to, petitioning the probate court for a determination of the right of disposition). The County shall be liable for any and all Court/Administrative Fees, Late Fees, and Disposal Costs incurred in the continued storage and disposal of the Body after the Removal Deadline.

b. Memorial may, at any time and without penalty of breach, demand immediate removal of a Body from the Morgue for the following reasons: (i) changes in the Morgue's available capacity, (ii) declaration of public health emergency or natural disaster, or (iii) suspicion of infectious disease or contamination that might jeopardize the health or safety of hospital patients, personnel, or the integrity of other bodies stored nearby. If the County does not remove the Body within twenty-four (24) hours of such demand, County agrees such shall be

treated as failure to remove by the Removal Deadline under subsection (a) and hereby gives Memorial the right and permission to remove the Body to an alternative storage location of its choosing or seek its disposition in accordance with subsection (a). County shall reimburse Memorial for the costs of such removal, transportation, and alternative storage arrangements within ten (10) business days of its receipt of an invoice detailing such costs. The Parties agree that County shall retain legal custody of the body and all associated duties while in the Morgue and notwithstanding its relocation.

- c. Memorial has no duty to accept a Body until its acceptance is approved by the On-Call Administrator pursuant to the Drop-Off Procedures.
4. **Condition.** Each Body shall be stored in the Morgue pursuant to the policies, procedures, and processes applicable to, and under the same conditions as, the other bodies stored by Memorial in the Morgue, except as otherwise required by this Agreement.
5. **Ownership/Title.** The County shall retain legal custody of the Body and all associated duties, notwithstanding its temporary storage in the Morgue, subject to Memorial's Removal Rights detailed in Section 3 of this Agreement.
6. **Removal Procedure.** To remove a Body from the Morgue, County Coroner or his/her designee shall contact the On-Call Administrator to request such removal. The On-Call Administrator shall grant the County Coroner or his/her designee access to the Morgue within two (2) hours of such request to enable their removal of the Body. The County Coroner or his/her designee shall present photo identification, provide a signature, and comply with any other policies or procedures imposed by the Morgue for the removal of a Body. Once a Body is removed from the Morgue in accordance with this Section 6, Memorial is under no obligation to accept the Body's return. The Drop-Off Procedure shall govern the process of returning a Body to the Morgue; however, Memorial, in its discretion, may sum up the days from multiple, interrupted storage periods for a Body in determining the fees due to Memorial under Section IV.

### ARTICLE III TERM AND TERMINATION

1. **Term.** Subject to County's payment of the Deposit per Article IV, Section 1 herein, the term of this Agreement shall begin on the Effective Date and continue for one year ("Initial Term"), unless otherwise terminated under the terms of this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"), unless sooner terminated pursuant to the terms of this Agreement. The Initial Term and each Renewal Term shall be referred to collectively as the "Term." For avoidance of confusion, this Agreement and Memorial's obligations under it shall not begin until County pays the entire Deposit and shall terminate, at Memorial's option, if County fails to timely replenish the Deposit in accordance with Article IV, Section 1 hereof.
2. **Termination Without Cause.** This Agreement may be terminated by either Party without cause upon thirty (30) calendar days' advance written notice, delivered to the other in accordance with Article VII, Section 1 hereof.
3. **Termination For Cause by County.** County may terminate this Agreement for cause if Memorial breaches or fails or refuses to perform or fulfill its obligations under this Agreement and such breach is not cured within ten (10) calendar days of Memorial's receipt of notice of such breach from County, delivered in accordance with Article VII, Section 1 hereof.

4. **Termination For Cause by Memorial.** Memorial may immediately terminate this Agreement for cause and without prior notice if any of the following events occur:
  - a. County, or its employees, contractors, agents, or personnel, commits an act that Memorial reasonably determines may cause material harm to Memorial, its patients, or its employees, contractors, agents, or personnel;
  - b. County breaches or fails or refuses to perform or fulfill any of its duties, obligations, or covenants under this Agreement, which breach is not cured within ten (10) calendar days of County's receipt of notice of such breach from Memorial;
  - c. County fails to retrieve a body by the Deadline (as herein defined);
  - d. County, or its employees, contractors, agents, or personnel, commits an act which jeopardizes the health or safety of Memorial's employees, contractors, agents, personnel, or patients;
  - e. County, or its employees, contractors, agents or personnel, commits an act which jeopardizes Memorial's licenses, registrations, accreditations, or ability to participate in any state or federal health care program;
  - f. County fails to timely pay or replenish the Deposit in accordance with Article IV, Section 1 hereof.
5. **Force Majeure.** This Agreement shall automatically terminate upon the occurrence of a fortuitous event, including occurrences caused by an Act of God, which, in the sole determination of Memorial, renders performance of this Agreement impossible or impracticable.
6. **Effect of Termination.** Upon expiration or termination of this Agreement, neither Party shall have any further obligations hereunder except for (a) obligations accruing prior to the date of termination, (b) obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement, and (c) County's obligation to immediately remove any Bodies stored in the Morgue. For avoidance of confusion, County shall remove all Bodies from the Morgue, at its sole cost and expense, within twenty-four (24) hours of termination or expiration of the Agreement.

#### **ARTICLE IV DEPOSIT & FEES**

1. **Deposit.**
  - a. Simultaneously with execution of the Agreement, the County shall set aside and designate in a separate account of the County a deposit in the amount of Five Thousand Dollars (\$5,000.00) ("Deposit"). The Deposit shall be held as reserve funds and shall be available for use by Memorial to cover the costs of any fines, penalties, court/probate/other fees, and expenses incurred in the continued storage, removal, and proper disposition of Bodies not physically reclaimed and removed from the Morgue by the applicable Deadline. The County shall provide Memorial with documents necessary to evidence the creation and maintenance of the Deposit as required hereunder.
  - b. On each twelve (12) month anniversary of the Agreement, County shall insure that any funds necessary or required to replenish the Deposit to its original amount are appropriately set aside and reserved.

- c. Additionally, if at any time during the Term Memorial submits a written invoice to County demanding replenishment of the Deposit, County shall, within ten (10) days of receipt of such invoice, set aside and reserve the amount required to replenish the Deposit to its original amount. County's failure to timely replenish the Deposit shall constitute material breach of this Agreement for which Memorial may immediately terminate the Agreement for cause.
2. [Intentionally Omitted]
3. **Late Fees.** County shall pay a flat late fee of One Hundred Dollars (\$100.00) per day for each day or partial day after the Removal Deadline that a Body is stored by Memorial ("Late Fee"). The Late Fee shall accrue for as long as the Body is in Memorial's custody, regardless of the Body's actual physical location.
4. **Court/Administrative Fees.** County shall reimburse Memorial for any court, probate, administrative, or other fees incurred by Memorial in the course of obtaining custody and authority to properly dispose of a Body and any fines, fees, or expenses incurred in the actual maintenance, transportation, and disposal of the Body (collectively, "Disposal Costs"). Memorial is entitled to rely on County's representations that a Body is an unclaimed body in arranging its final disposition and may, pursuant to the terms of this Article IV, arrange for final disposition of such without risk of penalty or breach of this Agreement.

**ARTICLE V  
REPRESENTATIONS, WARRANTIES, AND COVENANTS**

1. As a material inducement to Memorial to enter into this Agreement, County hereby represents, warrants, and covenants to Memorial as follows:
  - a. County is fully authorized and empowered to enter into this Agreement and any and all bid processes or other procedures and approvals required for County to execute this Agreement have been obtained and fully complied with;
  - b. The execution of this Agreement by County will not constitute a breach of any agreement to which County is a party or any obligation to which County is bound;
  - c. County has no obligation to others which is inconsistent with County's obligations under this Agreement; and
  - d. County's employees, agents, and personnel involved in the performance of duties under this Agreement are fully licensed, as required by applicable law, to perform the services and related duties hereunder and not excluded, terminated, suspended, or debarred from participating in any state or federal health care programs or otherwise contracting with state or federal government.
2. As a material inducement to County to enter into this Agreement, Memorial hereby represents, warrants, and covenants to County as follows:
  - a. Memorial is fully authorized and empowered to enter into this Agreement;
  - b. The execution of this Agreement by Memorial will not constitute a breach of any Agreement to which Memorial is a party or any obligation to which Memorial is bound;

- c. Memorial has no obligation to others which is inconsistent with Memorial's obligations under this Agreement.

**ARTICLE VI  
LIMITATIONS & INDEMNIFICATIONS**

**1. Limitations.**

- a. The Parties intend for Memorial to store the Bodies only. This Agreement is not to be construed as a sales contract, conditional sales contract, or vehicle to transmit title to a Body from County to Memorial. It is understood and agreed that the Bodies shall remain titled to County at all times during the Term, except as otherwise specified in this Agreement.
  - b. County shall bear the entire risk of loss, theft, damage, or destruction of the Bodies from any cause whatsoever, and no loss, theft, damage, or destruction of the Bodies shall relieve County of any other obligation under this Agreement.
- 2. Access Rights.** County acknowledge and agree that access to the Bodies may be restricted by Memorial's On-Call Administrator or other personnel in direction of the Morgue. County Coroner or his/her designee may enter the Morgue to access the Bodies only when accompanied by officials designated by the On-Call Administrator.
- 3. Indemnification.** To the extent permitted by law, County and County Coroner agree to indemnify, defend, and hold harmless Memorial, and its affiliates, officers, directors, employees, contractors, and agents, from any claim, loss, damage, cost, expense, or penalty arising out of: (a) any claim or action related to the Storage Services rendered by Memorial hereunder; (b) any state or federal income or employment or income tax assessments resulting from the compensation paid hereunder; or (c) any recoupments by payors related to or caused by County or County Coroner's failure to meet their obligations set forth in this Agreement.

**ARTICLE VII  
GENERAL PROVISIONS**

- 1. Notices.** All notices or other documents required to be delivered under this Agreement shall be in writing and deemed to have been duly provided if delivered personally or mailed by registered or certified mail, return receipt requested, postage prepaid, properly addressed to the following addresses:

If to Memorial:

Memorial Health Care System, Inc.  
2525 DeSales Avenue  
Chattanooga, TN 37404  
Attention: Janelle Reilly

If to County:

Walker County Government  
Chairman of the Board of Commissioners  
101 S. Duke Street  
LaFayette, Georgia 30728

Each such mailed notice shall be deemed to have been received by, or served upon, the Party to which it is addressed on the third business day following the date it is deposited in the mail in the manner provided above. A Party may change their notice address by delivering written notice of said change to the other Party in the manner required here at least ten calendar days prior to the effective date of the change.

2. **Confidentiality.** County and its employees, contractors, agents, and personnel shall hold confidential all Confidential Information viewed or obtained by it in the performance of this Agreement. In the event that County or its employees, contractors, agents, or personnel inadvertently come into contact with patient health information, as defined by HIPAA (as defined in Article VII §3 hereof), pertaining to patients of Memorial in performing this Agreement, County, on behalf of itself and its employees, contractors, agents, and personnel, agrees to maintain the confidentiality, privacy, and security of such Confidential Information to the extent required by law and Memorial's policies and procedures. County shall not, without the prior written consent of Memorial, disclose any information designated confidential by Memorial or otherwise known by County to be considered confidential by Memorial. County agrees that any information designated confidential by Memorial or otherwise known by County to be considered confidential by Memorial shall remain the sole and exclusive property of Memorial, and in no event shall County, its employees, agents, contractors, successors, or assigns, as such, acquire any interest therein or right to use the same without the prior consent of Memorial. "Confidential Information" shall include, without limitation: patient accounts, patient lists, patient files, copyrighted items, trade secrets, business assets, medical records, patents, processes, machines, technical documentation, computer programs, business plans, marketing plans, programs and techniques, pricing data, accounting data, financial data, financial institution files, technical expertise and know how, and this Agreement (including, without limitation, any and all terms contained herein and any and all attachments and exhibits incorporated by reference), and individually identifiable health information or other 'protected health information' as defined under HIPAA. County and its employees, contractors, agents, successors, and assigns, will protect Confidential Information from unauthorized use, reproduction, and disclosure and will not disclose Confidential Information to any person or entity other than as required to perform its obligations under this Agreement. County will take appropriate action for the protection, safekeeping, and restricted use, reproduction, and disclosure of Confidential Information received under or pursuant to this Agreement and return or destroy any such Confidential Information in its possession or control within three (3) calendar days of such request from Memorial.
3. **HIPAA.** The Parties agree that neither Memorial nor County, in performing their respective duties and obligations under this Agreement, are acting as a covered entity or business associate of the other, as each such term is defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and as amended by the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA"). Accordingly, the Parties are not obligated to enter into a Business Associate Agreement with one another. The Parties further agree that to the extent that one is or becomes a Business Associate of the other, the Parties shall enter into and be bound by the terms of the then-current Form Business Associate Agreement for Memorial. Upon any inadvertent disclosure of individually identifiable health information or protected health information from Memorial to County, County agrees to protect such information from unauthorized use, reproduction, and disclosure of such information and, upon request of Memorial, return or destroy such information within three (3) calendar days of such request.
4. **Headings.** The section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
5. **Governing Law.** This Agreement has been entered into and shall be governed by the laws of the State of Georgia.
6. **Consent to Jurisdiction and Venue.** Memorial and County hereby consent to the sole and exclusive jurisdiction and venue of the courts of Walker County, Georgia and/or the U.S. District Court for the Northern District of Georgia, for adjudication of all disputes between Memorial and County. Memorial and County hereby waive any objections or defenses to jurisdiction or venue in any such

proceeding before such courts. Notwithstanding the foregoing, nothing contained herein is intended to preclude either Party from electing to resolve any dispute pursuant to any alternative dispute resolution process.

7. **Assignment.** This Agreement may not be assigned by County without the express written consent of Memorial.
8. **Amendment.** No provision of this Agreement may be altered, waived, modified, or changed unless in writing, signed by the Parties hereto, and no alleged verbal agreements, modifications, or understandings shall be enforceable.
9. **Severability.** Any term, provision, or condition of this Agreement are severable and if held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, in whole or part, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated as a result of such decision.
10. **Survival.** Notwithstanding the termination or expiration of this Agreement, the Parties acknowledge and agree the provisions of Article II §§ 3, 4, 5, and 6; Article III, Article IV, and Article VI shall survive such termination or expiration.
11. **Waiver of Breach.** The failure or delay of either Party to insist upon compliance with any provision hereof will not operate as, and shall not be construed as, a waiver of any subsequent breach, irrespective of whether such breach occurs under similar or dissimilar circumstances.
12. **Entire Agreement.** This Agreement, including all recitals, attachments, and exhibits, constitutes the sole and entire arrangement between Memorial and County. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
14. **Recitals, Attachments, and Exhibits.** All recitals, attachments, and exhibits to this Agreement are incorporated herein by reference.
15. **Wording.** All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine, or neuter gender, as the context requires.
16. **CHI Addendum.** The parties acknowledge and agree that the terms and conditions set forth in the attached CHI Memorial Additional Provisions Addendum (“Addendum”) are hereby incorporated into this Agreement. To the extent that the terms of the Addendum and this Agreement conflict, the terms of the Addendum shall control.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, the Parties, through their respective duly authorized representatives, have executed this Agreement to be effective as of the Effective Date.

**CHI Memorial Hospital - Georgia:**

By *(Print Name)*:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

-

**Walker County, Georgia:**

By:

\_\_\_\_\_  
Shannon K. Whitfield, Sole Commissioner

Its: Board of Commissioners Chairman

Attest:

\_\_\_\_\_  
Rebecca Wooden, Clerk

Date: \_\_\_\_\_

-

**Exhibit A**  
**CHI MEMORIAL ADDITIONAL PROVISIONS ADDENDUM**

This CHI Memorial Additional Provisions Addendum (“Addendum”) is part of that certain Storage Agreement dated as of \_\_\_\_\_, 2020 (the “Underlying Agreement”), by and between CHI Memorial Hospital - Georgia (referred to in this Addendum as “Memorial”) and Walker County and the Walker County Coroner’s Office (collectively referred to in this Addendum as “County”). In the event any provision of this Addendum conflicts with one or more provisions of the Underlying Agreement, then the terms of this Addendum shall apply.

1. **Compliance with CHI Standards of Conduct.** In performance of the Underlying Agreement, COUNTY shall comply with the Catholic Health Initiatives (“CHI”) *Standards of Conduct* as set forth in the *Our Values & Ethics at Work Reference Guide*, available at <http://www.catholichealthinitiatives.org/corporate-responsibility>.
2. **Ethical and Religious Directives.** County acknowledges and agrees that MEMORIAL is subject to the United States Conference of Catholic Bishops’ *Ethical and Religious Directives for Catholic Health Care Services*, available at <http://www.usccb.org/>. (the “Directives”), and that no provision herein shall be construed as obligating MEMORIAL to perform or arrange for the performance, funding, or billing of any services or procedures in contravention of the Directives.
3. **Legal Compliance.** COUNTY shall comply with all applicable laws, rules, and regulations.
4. **Insurance.** COUNTY shall maintain usual and customary insurance applicable to COUNTY’s obligations under the Underlying Agreement, including minimum coverage amounts of: \$1,000,000 USD per occurrence and \$2,000,000 USD annual aggregate for commercial general and automobile liability; \$1,000,000 USD per occurrence and \$3,000,000 USD annual aggregate for professional liability; and applicable statutory limits for workers’ compensation. These coverage limits are not intended to limit COUNTY’s liability. If any of COUNTY’s insurance policies are “claims-made” policies, COUNTY shall purchase “tail” coverage upon the termination of such policy. Such “tail” coverage shall provide for an indefinite reporting period. Upon reasonable request, COUNTY shall provide copies of applicable insurance policies to MEMORIAL.
5. **Access to Records.** If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, COUNTY shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of the Underlying Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by COUNTY under the Underlying Agreement. If COUNTY carries out any of its duties under the Underlying Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.
6. **Breach of Additional Provisions.** If MEMORIAL determines in good faith that COUNTY has failed to comply with its obligations pursuant to this Addendum, COUNTY shall be in material breach of the Underlying Agreement, and MEMORIAL may terminate the Underlying Agreement without penalty, effective immediately upon notice.
7. **No Exclusion.** COUNTY warrants that neither it nor its principals or employees are, or have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federally funded program (“Debarment”). COUNTY shall immediately notify MEMORIAL of any threatened or actual Debarment. If COUNTY is so debarred, suspended, or excluded, the Underlying Agreement shall immediately and automatically terminate. To the extent permitted by law, COUNTY shall indemnify and defend MEMORIAL against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys’ fees, arising directly or indirectly out of any Debarment.

8. **Jeopardy.** If the continued performance of the Underlying Agreement jeopardizes MEMORIAL's or any of its affiliated entities' (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax exempt or bond financing status, MEMORIAL shall notify COUNTY so the parties may resolve the issues. If no resolution is reached within fifteen (15) days, MEMORIAL may terminate the Underlying Agreement immediately and without penalty.
9. **Confidentiality.** COUNTY shall treat all non-public information obtained as part of the Underlying Agreement as confidential and shall not, without written authorization from MEMORIAL, release or share such information with any third party, except as may be required by law. COUNTY agrees that, before reporting any actual or perceived violation of law to any governmental entity, even if required by law to do so, it will first discuss any potential legal or compliance matter with MEMORIAL's Corporate Responsibility Officer and CHI Legal Counsel and, unless otherwise required by law, provide MEMORIAL an opportunity to investigate and appropriately report any compliance matter brought to its attention by COUNTY. COUNTY agrees that all information related to the Underlying Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent the MEMORIAL except: To the extent necessary to comply with any law, rule, or regulation, including without limitation any rule or regulation promulgated by the SEC or valid order of any governmental agency or any court of competent jurisdiction; as part of its normal reporting or review procedure, to its auditors and its attorneys; to the extent necessary to obtain appropriate insurance, to its insurance agent; or as necessary to enforce its rights and perform its obligations under the Underlying Agreement.
10. **No Kickback.** Nothing in the Underlying Agreement shall be construed as an offer for payment by one party to the other of cash or other remuneration, directly or indirectly, in exchange for patient referrals or arrangements or recommendations for any item or service.
11. **Responsibility for Own Acts.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under the Underlying Agreement.
12. **Independent Contractors.** The parties are independent contractors. Neither is authorized or permitted to act as an agent or employee of the other. Nothing in the Underlying Agreement shall in any way alter the freedom enjoyed by either party, nor shall it in any way alter control of the management, assets, and affairs of either party. Neither party, by virtue of the Underlying Agreement, assumes any liability for any debts or obligations of a financial or legal nature incurred by the other party.
13. **PHI.** To the extent COUNTY inadvertently receives or has access to any "protected health information" ("PHI") through performance of the Underlying Agreement, as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, and as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), COUNTY agrees to hold such PHI in confidence. COUNTY will ensure that all employees, agents, contractors, representatives, other third-parties that access PHI on COUNTY's behalf are obligated (a) to maintain the confidentiality of all PHI to which it may have access; and (b) to use PHI solely as permitted by applicable law or regulation.



## RESOLUTION R-048-20

### A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO ADOPT AN OFFICIAL COUNTY SEAL

**WHEREAS**, the following seal has been used by Walker County as its Official Seal for many decades:



**WHEREAS**, the governing authority of Walker County will change from a Sole Commissioner form of government to a Board of Commissioners on January 1, 2021; and

**WHEREAS**, the seal will no longer be applicable on that date; and

**WHEREAS**, the County adopted use of a new logo in 2017 that contains imagery of an eagle flying over Walker County, symbolizing freedom, a connection to nature and the opportunity to soar to new heights; and

**WHEREAS**, the County's logo more accurately reflects the character of the community;  
and

**WHEREAS**, the logo will become the center of the Official County Seal;

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County,  
Georgia:

(1) Beginning on 12:01 a.m. on Friday, January 1, 2021, the following variation shall be the Official Seal of Walker County:



(2) The legal effect of the Seal shall be the same whether it is affixed or rendered in color or black and white.

(3) The Seal and logo should only be used by County personnel for official County business and for other purposes authorized by law.

(4) No person or organization shall exhibit, display or use the County Seal or logo in a manner likely to deceive or cause confusion or a mistake. No person or organization shall exhibit, display or use the County Seal or logo for the purpose of conveying, or in a manner reasonably calculated to convey, a false impression of sponsorship or approval by Walker County or by any department, agency or instrumentality thereof.

**SO RESOLVED AND ADOPTED** this 29th day of December, 2020.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner



**RESOLUTION R-049-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO  
TRANSFER THE GOVERNING AUTHORITY OF WALKER COUNTY TO THE  
BOARD OF COMMISSIONER OF WALKER COUNTY**

**WHEREAS**, the Sole Commissioner of Walker County is the governing authority of Walker County, Georgia; and

**WHEREAS**, on November 6, 2018, the voters of Walker County elected to change the governing authority from a Sole Commissioner to a five-member Board of Commissioners; and

**WHEREAS**, the Board of Commissioners take office on January 1, 2021;

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia that at 12:00 a.m. on Friday, January 1, 2021, the Board of Commissioners shall become the governing authority of Walker County, Georgia.

**BE IT FURTHER RESOLVED** that any and all prior contracts, official actions or legal obligations performed by or owing to or from the Sole Commissioner of Walker County, Georgia are subsumed and assigned to the Board of Commissioners of Walker County, Georgia at the end of 2020.

**SO RESOLVED AND ADOPTED** this 29<sup>th</sup> day of December, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

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REBECCA WOODEN, County Clerk

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SHANNON K. WHITFIELD, Sole Commissioner