

AGENDA  
PUBLIC HEARING 6:00 P.M.  
and REGULAR MEETING  
immediately following  
March 4, 2019

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1. PUBLIC HEARING- Open Gap Road
2. Adjourn Public Hearing
3. Call to Order
4. Invocation and *Pledge of Allegiance* by Jasper Stone, 8<sup>th</sup> grade Vice President of Community Outreach
5. Approval of the Minutes
6. Financial Report
7. Old Business
  - a. Open Gap Road – Consideration of Request to Close
  - b. Animal Control Ordinance
  - c. County Jail Fund
  - d. Courthouse lighting
  - e. Coleman Road
  - f. Codification of ordinances
  - g. Regional Commission, Aging Advisory Committee Appointment
  - h. TIA – St. Matthews Church Rd
  - i. Tax Assessor – Schneider Geospatial Contract
  - j. Candler County Speed Detection Resolution
8. New Business
  - a. Grand Jury Findings
  - b. EMA – Code Red
  - c. EMS – ESSE, Generac Maintenance Contract
  - d. County Property Disposition – Mincey St, Washington St
  - e. Recreation Dept – SPLOST Projects
  - f. Garbage Collection/Polycarts
  - g. Approval of Debris Grinding Bid
9. Report from Chairman
10. Report from County Administrator

**11. Report from County Attorney**

**12. Report from Commissioners**

**13. Executive Session**

**14. Adjournment**

**Board of Commissioners of Candler County**  
**Regular Meeting**  
**March 4, 2019**  
**6:00 p.m.**

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The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, March 4, 2019, at 6:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Those attending the meeting were Candler County Chairman, Glyn Thrift; Candler County Vice-Chairman, Brad Jones. Commissioners David Robinson, Blake Hendrix and Wayne Culbertson; Candler County Administrator, Bryan Aasheim; Candler County Clerk, Maranda K. Lank; Candler County Attorney, Kendall Gross; Candler County Sheriff John Miles and Captain Justin Wells. Other guests attending the meeting included Edward Johnson, Carlton Johnson and Bobby Odom. The Metter Advertiser was represented by Jerri Goodman.

**Call to Order**

Chairman Thrift called the meeting to order at 6:00 p.m.

**Invocation and Pledge of Allegiance**

Jasper Stone of the Candler County 4-H 8<sup>th</sup> grade Vice President delivered the invocation and led the *Pledge of Allegiance*.

**Approval of the Minutes**

Vice-Chairman Jones made a motion seconded by Commissioner Hendrix to approve January 31, 2019 Called Meeting, February 4, 2019 Work Session and February 4, 2019 Regular Meeting and the February 14, 2019 Called Meeting minutes as submitted. The motion passed with four votes. Commissioner Culbertson abstained considering he was not present during one of the meetings.

**Financial Report**

Mr. Aasheim opened the March 2019 financial report with the balance remaining on the Hospital Loan \*9022 at March 1, 2019 as \$2,250,341.21 with a payment due the next day. He then mentioned that all accounts were balanced as of March 1, 2019 with the General Fund balance at \$2,705,370.39 and the Landfill Closure balance at \$1,122,595.61. Furthermore, as recommended in the February meeting by the auditor and approved by the Commission, the 2011 SPLOST and 2018 SPLOST are now recorded in separate funds. Fund 320 continues to reflect the 2011 SPLOST activity. Fund 321 now reflects activity for the 2018 SPLOST. Additionally, during the February meeting, the auditor recommended and the Commission approved the creation of a reserve account against the \$1.3 million receivable from the Hospital. Mr. Aasheim then pointed out to the board that the Fund Balance has decreased by \$1.3 million and the Expenditures have increased by \$1.3 million. He explained these are not cash items, but do effect fund balance. The 2018 SPLOST proceeds for February was \$105,878.56. The 20% designated to the Hospital was \$21,175.71; The remainder of \$84,702.85 was divided as follows: 56% County, \$47,433.59; 40% City of Metter, \$33,881.14; and, 4% Town of Pulaski, \$3,388.11. To date, 66% of the anticipated revenues for the 2018 SPLOST has been received. Mr. Aasheim mentioned some highlights from the Candler County Hospital Authority meeting he attended in February. After a brief discussion of the Candler County Hospital Authority, Mr. Aasheim concluded the financial report for the March 4, 2019 Meeting.

**Amendment to the Agenda**

Vice-Chairman Jones made a motion seconded by Commissioner Culbertson to amend the agenda adding the following three items: The motion passed unanimously.

**Old Business**

k. Mobile Home Fee

**New Business**

h. Resolution Opposing House Bill 302 and Senate Bill 172

i. Consideration to Approve the Vipers to Hold a Baseball Tournament

**Old Business****PUBLIC HEARING ACTION - Open Gap Road-Consideration of Request to Close**

Commissioner Hendrix made a motion seconded by Commissioner Culbertson to abandon and close Open Gap Road as advertised. The motion passed unanimously.

**Animal Control Ordinance**

Commissioner Culbertson made a motion seconded by Commissioner Hendrix to approve the Animal Control Ordinance as written. The motion passed unanimously.

After some discussion, Chairman Thrift made a motion seconded by Vice-Chairman Jones to modify the Animal Control Ordinance to limit the number of dogs owned to twenty per person. The owners with an excess of twenty dogs will be required to apply for a permit. The motion passed unanimously. Mr. Gross will modify the ordinance and prepare the permit. (Exhibit A)

**County Jail Fund**

Commissioner Robinson made a motion seconded by Commissioner Culbertson to utilize the balance in the County Jail Fund to offset staffing and operations expenses. The motion passed unanimously.

**Courthouse Lighting**

Chairman Thrift made a motion seconded by Commissioner Robinson to rebid the project with four 100 or 150 watt lights. The motion passed unanimously.

**Coleman Road**

Commissioner Robinson made a motion seconded by Chairman Thrift to remove Coleman Road from the agenda. Vice-Chairman Jones suggested Public Works Director, Jerry Lanier, revisit the road periodically. The motion passed unanimously.

**Codification of Ordinances**

Commissioner Hendrix made a motion seconded by Commissioner Culbertson to table Codification of Ordinances. The motion passed unanimously.

**Regional Commission, Aging Advisory Committee Appointment**

Chairman Thrift made a motion seconded by Commissioner Robinson to appoint Sandra Ricks to the Regional Commission Aging Advisory Committee. The motion passed unanimously.

**TIA\_ St. Matthews Church Road**

Commissioner Hendrix made a motion seconded by Commissioner Culbertson to table TIA\_ St. Matthews Church Road. The motion passed unanimously.

**Tax Assessor-Schneider Geospatial Contract**

Execute the document, approved during the February 4, 2019 Regular Commission Meeting pending the annual revision. (Exhibit B)

**Candler County Speed Detection Resolution**

Commissioner Culbertson made a motion seconded by Commissioner to adopt the Candler County Speed Detection Resolution. The motion passed unanimously. (Exhibit C)

**Mobile Home Fee**

The request to reduce the mobile home fee from \$250 to \$150 died for a lack of a motion.

**New Business****Grand Jury Findings**

Mr. Aasheim updated the Board on the letter that went to the Metter Advertiser in response to the Grand Jury findings. He is meeting with partners within the community and will present a plan to the Commission.

**EMA-Code Red**

Chairman Thrift made a motion seconded by Commissioner Robinson to pursue Code Red to begin April 1, 2019 at the prorated amount on \$5,400.00. The motion passed unanimously. (Exhibit D)

**EMS-ESSE, Generac Maintenance Contract**

Vice-Chairman Jones made a motion seconded by Commissioner Hendrix to approve the annual EMS-ESSE, Generac Maintenance Contract at \$1,440.00. The motion passed unanimously. (Exhibit E)

**County Property Disposition – Mincey Street and Washington Street**

After Mr. Aasheim's presentation, Mr. Gross advised the Board not to act on the Washington Street property.

Commissioner Robinson made a motion seconded by Vice-Chairman Jones to authorize the Mr. Gross to proceed with the property disposition process of parcel number 036016001 on Mincey Street. The motion passed unanimously.

**Recreation Dept-SPLOST Projects**

Mr. Aasheim updated the Board on the following 2011 SPLOST projects:

- Tax Assessor Aerial Project was flown in January, still awaiting maps and work to be done.
- Mel Kelly is obtaining quotes for EMS Striker Chairs (\$7,200) and Power Stretcher (\$24,000).
- Judge Thompson is obtaining quotes from Bowen Technology to replace the computers (\$5,000) in the Probate Office.
- Mr. Aasheim had hoped to have a third proposal for improvements to the bathrooms. He is waiting for the proposal to come back for the \$9,285.00 project.
- The Improvements to Irrigations System on Fields 5&6 and Well Projects are outstanding.

Mr. Gross stated the Recreation Department Well Project is not permitted without a waiver.

### **Garbage Collection/Polycarts**

Mr. Aasheim informed the Board that Allgreen services currently provides garbage collection within the unincorporated area of the County. They provide service with one truck and one employee. Allgreen bills the County on a monthly basis for the carts that it picks up. Recent audits of the carts have revealed that there is not an accurate count of carts. Within the billing software and the county is billing for (2,504) fewer carts than it is being billed (2,754) for (by about 200-300 carts.) Additionally, the county currently charges \$10/month for pickup and will be charged \$9.82/month by Allgreen beginning in February. The 18-cent difference per cart is insufficient to cover the shortfall. Mr. Aasheim was not prepared to make a recommendation at the time.

### **Approval of Debris Grinding Bid**

Chairman Thrift made the motion seconded by Commissioner Hendrix to accept MW Collins bid at \$18,025.00 to grind the inert waste from Hurricane Michael. The motion passed unanimously.

### **Resolution to Oppose House Bill 302 and Senate Bill 172**

Vice-Chairman Jones made a motion seconded by Commissioner Culbertson to adopt the Resolution to Oppose House Bill 302 and Senate Bill 172 prohibiting local governments from regulating, "building design elements". The motion passed unanimously. (Exhibit F)

### **Consideration of the Vipers Ball Tournament**

Chairman Thrift made a motion seconded by Commissioner Hendrix to allow Dustin Vernon to hold a Vipers Ball Tournament on March 9, 2019.

### **Report from County Administrator**

Mr. Aasheim mentioned the following items in his written report:

- FY2019 LMIG Safety Action Plan- open through March 26, 2019.
- City of Metter Elections-remitted full amount of invoice for 2017 elections. Email from City Manager has been forwarded to Commissioners.
- Strickland Building-Contractor has been given ultimatum to begin or the job will be rebid.
- Hospital Authority-Has not chosen from the names submitted or the gas line easement.
- Industrial Park Repairs-Parker Engineering has bid, but delayed due to the rain.
- FY2020 Budget is moving forward.
- LWCF Grant- Recreation Department Field Lighting
- Property/Liability Insurance-Mr. Gross is preparing the RFP.
- Health Care-Glyn/Davis has been contacted to review options, specifically family coverage.
- 2018 Workers Comp Audit is scheduled for March 7, 2019.
- The Executive Director for the Industrial Authority has resigned and taken a position in Burke County.
- Working on a proposal from Southern Linc.
- Request from Stuart Bowen to purchase new computers due to age, memory and speed issue.

### **Report from Attorney**

Mr. Gross stated the Town of Pulaski has adopted verbatim the Mobile Home Ordinance from the County, which has the County Tax Assessor listed as performing the Town of Pulaski's mobile Home

inspections. Mr. Gross has advised Marian Grier not to perform future inspections until an IGA is reached.

**Report from Chairman**

Nothing to report at this time.

**Report from Commissioners**

Vice-Chairman expressed that the Hospital Authority needs to move forward to allow the gas line for the use of the \$100,000 generator.

Commissioner Hendrix recommended privatizing the ambulance services after attending a recent ACCG Conference. This may enable the placement of fire stations within the County to lower the ISO rating.

Commissioner Robinson expressed the need of a frontage road between Highway 129 and Highway 121. He also recommended the County do away with the user fees except for the garbage collection.

Commissioner Culbertson apologized for an incorrect statement he made in the February 4, 2019 meeting regarding Farmers fee exemption.

**Executive Session**


Commissioner Robinson made the motion to enter an Executive Session at 8:37 p.m. seconded by Commissioner Culbertson to discuss personnel only. The motion passed unanimously.


Vice-Chairman Jones made the motion seconded by Commissioner Hendrix to adjourn the Executive Session and resume with the regular business meeting at 9:11 p.m. Motion carried unanimously.

Vice-Chairman Jones made the motion to authorize Chairman Thrift to sign the *Closed Meeting Affidavit*. Commissioner Robinson seconded the motion. Motion carried unanimously.

**Adjournment**

With no further business to discuss, Commissioner Culbertson made a motion at 9:15 p.m. seconded by Commissioner Robinson to adjourn the meeting. The motion passed unanimously.

  
\_\_\_\_\_  
Maranda K. Lank, Clerk  
Attest

  
\_\_\_\_\_  
Chairman Glyn Thrift

# BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift  
Chairman

Brad Jones  
Vice-Chairman

Bryan Aasheim  
County Administrator

Blake Hendrix  
Commissioner

Wayne Culbertson  
Commissioner

David Robinson  
Commissioner

## CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF CANDLER

### AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Brad Jones, Vice-Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1.  
The Board of Commissioners of Candler County met in a duly advertised meeting on Monday, March 4, 2019.

2.  
During such meeting, the Board voted to go into closed session.

3.  
The executive session was called to order at 8:37 p.m.

4.  
The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other

This 4<sup>th</sup> day of March, 2019.

*[Signature]*  
Glyn Thrift, Chairman  
Board of Commissioners of Candler County

Sworn to and subscribed before me  
this 4<sup>th</sup> day of March 2019.

*[Signature]*  
Notary Public



1075 EAST HIAWASSEE DRIVE, SUITE A, METTER, GEORGIA 30439  
FAX (912) 685-4823



Exhibit A

**CANDLER COUNTY ANIMAL CONTROL  
ORDINANCE**

**ARTICLE ONE**  
**GENERAL**

**1.1 Title.**

This Ordinance shall be known as and may be cited as the "Candler County Animal Control Ordinance."

**1.2 Authority and Jurisdiction.**

**Whereas**, consistent with Georgia Law, the Candler County Board of Commissioners has the authority to establish by ordinance or resolution such local rules and regulations, not in conflict with existing State or Federal Law, relating to the health, safety, and welfare of the public.

**Now therefore be it resolved** that the following rules and regulations are hereby adopted and replace Candler County's Animal Ordinance. These regulations shall apply to all unincorporated land located within the boundaries of Candler County, Georgia.

**ARTICLE TWO**  
**GENERAL PROVISIONS**

**2.1 Definitions:** for the purpose of this article the following words and phrases shall have the meanings respectively ascribed to them:

- (a) Confinement means restriction of an animal by an escape proof enclosure or by a rope, chain, tether, fenced yard or other area accessible by other animals or persons.
- (b) Domestic animal means any dog, cat, or other legally owned animal not defined as wildlife, livestock, or nontraditional livestock.
- (c) Owner means any person who owns, keeps, harbors, possesses or otherwise keeps any domestic, nontraditional livestock or livestock animal for a period of 14 days, or any person who knowingly permits any domestic, nontraditional livestock or livestock animal to be kept, harbored, possessed, or otherwise kept upon his premises for a period of 14 days, or who has any animal under his or her care or responsibility, either

temporarily or permanently, at any time, within Candler County, Georgia.

- (d) Shelter means any structurally sound facility constructed for the purpose of providing any animal(s) that is/are habitually kept outside or repeatedly left outside unattended shall be moisture proof with adequate drainage, windproof with adequate ventilation, sufficiently large enough to keep the animal(s) reasonably clean and dry, and maintained in a manner which minimizes the risk of or the animal(s) contracting disease, being injured, or becoming infested with parasites.
- (e) Unrestrained animal means any animal which is not secured by a leash or lead at least six feet in length, and not longer than 20 feet in length, or inside a fenced area within the real property limits of its owner.
- (f) Vaccinate/inoculate means to inject into the body of a dog or cat an approved antirabies vaccine prescribed by the state, such vaccine having a U.S. government license number approval stamped on the label of the vaccine container and which vaccine has been approved by the health department.

**ARTICLE THREE**  
**ANIMAL WELFARE**

**3.1 Prohibitions:**

- (a) No person shall deprive the necessary sustenance, wound, poison, or abandon or subject to conditions detrimental to the health or general welfare any animal, or to cause or procure such action.
- (b) No person, except the animal owner, a person authorized by the owner, a licensed veterinarian or an employee, agent or a person acting pursuant to any privilege or authority granted pursuant to Federal, State or local law, ordinance, rule or regulation shall kill any domestic animal within the county . Nor shall any person cause the death of any animal by any method which is inhumane or which causes the animal unnecessary pain or suffering under the circumstances.
- (c) No person shall maim any animal without justification (as in the case of self-defense, defense of another person or animal, or defense of property belonging to such person) or cause any animal to suffer any cruel treatment, or be subjected to any unnecessary pain-and-suffering, to suffer

any unnecessary fright or otherwise be subjected to any inhumane treatment.

- (d) No person shall release or abandon any live animal upon any public property or upon the property of another person.
- (e) No person shall by neglect, omission or act leave exposed or any poisonous or toxic liquid or substance in any manner that any domestic animal may come into contact.
- (f) Nothing in this ordinance shall prohibit license veterinarians, state and local law enforcement officers or any duly appointed and employed animal control officer, or any other federal, state, or local governmental employee while acting in the scope of their authority from inducing the death of any hopelessly disabled animal by appropriate humane methods. Any such officer or governmental employee acting within the course and scope of his employment shall be held harmless for such actions as they relate to the humane destruction of any animal.
- (g) Any person who owns an animal, which is seriously sick or injured shall provide proper veterinarian care for such animals or shall abandon ownership of such animals to the custody and control of the animal control officer or animal shelter.
- (h) All dead animals shall be disposed of within 12 hours of the death by the owner, agent or custodian within the requirement of Georgia law and in accordance with any rules and regulations promulgated by the Georgia Commissioner of Agriculture. No person in possession of such a deceased animal carcass shall abandon the same upon any public street, any public property, or any property of any other person without the express consent of such property owner.

**3.2 Vaccination of domesticated animals.** Any owner or custodian of dogs and cats are required to have such animals vaccinated against rabies. No person shall own or have custody of any such animal over the age of 6 months of age unless such animal has been vaccinated, and all owners and custodians of such animals shall keep a certificate verifying that the animal has received the vaccination required by this section.

**ARTICLE FOUR**  
**SPECIFIC REQUIREMENTS FOR CONFINEMENT**

- 4.1 It shall be an offense for any owner of a domestic animal not to satisfy the following requirements:
- (a) Any tether used to temporarily confine an animal while attended by its owner must be attached to a collar or harness and shall not be wrapped directly around the animal's neck. Such tethers shall not be excessively heavy or weighted so as to inhibit the animal's movement. It shall be unlawful for any person to secure an animal by any leash, cord, or rope that is less than 10 feet in length and not tangle resistant. Any animal maintained on any leash, cord, or rope that is less than 10 feet in length and not tangle resistant shall be deemed improperly confined. Furthermore, any animal maintained on a leash, cord, or rope that is appropriate under this ordinance section shall be permitted adequate daily time to exercise off such tether.
  - (b) All domestic animals shall be provided with sanitary shelter from the elements. Said shelter shall be designed, constructed and maintained to protect the animal from rain, snow, ice, excessive cold, excessive heat and excessive direct sunlight, and of a size to allow the animal sufficient space to stand, turn around, and lie down, and make all other normal body movements in a normal and comfortable position appropriate to the age, size, and health of the animal. Examples of inadequate shelter include, but are not limited to, lean-tos, metal or plastic drums, boxes, vehicles, or the area on or beneath exposed porches or decks. Nothing in this subsection shall be construed to prevent the transportation and temporary confinement of a domestic animal within the passenger area of a vehicle provided that the animal is provided adequate ventilation and temperature control in order to protect the animal from excessive heat or cold.
  - (c) All domestic animals shall be provided with clean, potable water at all times.
  - (d) An owner must promptly remove and dispose of animal excrement and food wastes and debris so as to minimize vermin infestation, contamination, odors, and disease hazards.
  - (e) All domestic animals shall be provided with a safe and sanitary confinement area constructed to confine the animal, to protect the animal

from injury, and of a sufficient space to allow for adequate exercise suitable to the age, size, species, and breed of animal. The area shall have a means to rapidly eliminate excess water and minimize mud.

**ARTICLE FIVE**  
**FORFEITURE**

**5.1 Forfeiture of animals for repeated violations.** Any animal seized by the County pursuant to the provisions of this ordinance for the same violation of this ordinance on two (2) or more occasions during any 24 month period of time shall be conclusively deemed to have been abandoned and forfeited by its owner. Following seizure for the 2<sup>nd</sup> such violation with any 24 month period any animal not destroyed pursuant to the provisions of this article may be delivered to the local animal shelter for adoption or euthanasia. Any costs incurred by the county or by the local animal shelter shall be assessed against the animal owner.

**5.2 Forfeiture for inhumane treatment.** Any owner of an animal seized pursuant to this ordinance, or for a violation of any statute or ordinance which requires the humane treatment of animals, who pleads guilty or nolo contendere to any such offense or who shall be found guilty of such offense shall be conclusively deemed to have been abandoned and forfeited the animal. The animal thereafter may be seized by an appropriate law enforcement officer or any duly appointed and employed animal control officer and delivered to the local animal shelter or any other appropriate agency and disposed of by adoption or euthanasia pursuant to the protocols of the local animal shelter.

**5.3 Redemption.** Owners of any animal that has been taken into custody by any animal control officer in the performance of his or her duties in Candler County, Georgia shall have the right to redeem such animal upon the payment of any and all fees which may be due and payable for the impoundment of such animals. However, nothing in this ordinance shall be construed to provide that the payment of such fees will act as the bar to the imposition of any fine that may be imposed under the terms of this ordinance by a court of competent jurisdiction. The fees that it are assessed under the terms of this ordinance shall be as posted from time to time by any animal shelter taking custody and control of such animal after it has been taken into custody by the animal control officer. Any animal confiscated by the animal control officer shall be maintained for such period of time as may be established by the animal shelter providing services to Candler County, Georgia. After the expiration of such time limit, any animal that is not redeemed may be sold, adopted, destroyed, or otherwise disposed of, and the animal control officer

who has taken custody of such animal, the animal shelter, or the agents or employees of such animal shelter shall not be held liable for the disposition of any such animal.

- 5.4 Interference with animal control officers.** It shall be a violation for any person to resist, attack, verbally threaten, interfere with or hinder any animal control officer in the performance of his or her duties. Further, no person shall interfere with, damage, tamper, or remove any animal trap that has been set by any animal control officer in the performance of his or her duties.

#### ARTICLE SIX NUISANCE

- 6.1 Animals as public nuisances.** Any animal that unreasonably annoys human beings, endangers the life or health of people or substantially interferes with the rights of people to the enjoyment of life or property shall constitute a public nuisance. Examples of animals constituting a public nuisance shall be as follows:
- (a) Animals found unrestrained on property other than that belonging to the animal's owner.
  - (b) Animals found on public property or roadways that are unrestrained.
  - (c) Animals that chase vehicles or that attack domestic animals or people.
  - (d) Animals that have been found by any law enforcement officer, public health official, or any duly appointed and employed animal control officer providing service to the citizens of Candler County, Georgia.
- 6.2 Disturbance of the peace.** It shall be a violation of this ordinance for any person who owns or has custody of any animal to allow that animal persistently or continuously bark, howl or otherwise make noise, or otherwise disturb the peace and quiet of any surrounding neighborhood. It shall likewise be unlawful to keep or maintain such animals in any manner so as to produce noxious or offensive odors, or to otherwise endanger the health and welfare of surrounding inhabitants.

#### ARTICLE SEVEN AGGRESSIVE ANIMALS

- 7.1** It shall be a violation of this ordinance for any owner or custodian of any dog or cat to allow such animal to bite, scratch, chase, snap or attack pedestrians and

bicyclists, or vehicles or to allow said animal to be a nuisance with the exception of the animal being a defense of property or person.

**ARTICLE EIGHT**  
**ENFORCEMENT**

- 8.1 The magistrate Court of Candler County, Georgia shall have jurisdiction over all alleged violations of any portion of this ordinance and shall have all powers granted to it which are necessary and proper for the hearing and disposition of matters brought before the court. These powers shall include but not be limited to the authority to issue citations and summons for witnesses, the authority to levy fines or provide such other and further sentences as punishment for the violation of any part of this ordinance, provided such sentence conforms to any restrictions imposed on said court by any constitutional or statutory authority.
- 8.2 Service of any citation for any violation of this ordinance shall be by personal service as prescribed by state law, and citations for violations of this ordinance may be issued by any law enforcement officer or by any duly appointed and employed animal control officer providing services to the citizens of Candler County, Georgia.
- 8.3 The Magistrate Court of Candler County, Georgia shall have the discretion to impose sentences for the violations of this ordinance and may impose fines not to exceed \$500.00, incarcerate offenders for a term of not more than 30 days in the Candler County, jail, require the performance of community service in an amount not to exceed 100 hours, or any part or combination of such possible sentences.

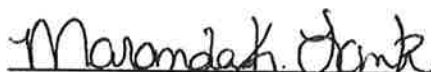
This ordinance shall go into effect on March 4, 2019.

Adopted this 4<sup>th</sup> day of March, 2019.

  
 \_\_\_\_\_  
 Glyn Thrift, Chairman



Attest:

  
 \_\_\_\_\_  
 Kellie Lank, County Clerk

## Exhibit B



**PROFESSIONAL  
SERVICES AGREEMENT**

This Agreement is made and entered into by and between **Schneider Geospatial**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is **8901 Otis Avenue, Indianapolis, IN 46216** ("PROFESSIONAL") and **Candler County, Georgia**, whose place of business is: **35 S. W. Broad Street, Suite E, Metter, GA 30439** ("CLIENT").

**1 Services.**

PROFESSIONAL shall provide CLIENT with the following services ("Services"):  
*qPublic.net RENEWAL + add-ons: Comparable Search and Account Management*

**A. qPublic.net Portal Development**

Development of a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to Professional by Client. This site will include the following:

- a. Property ownership, location, valuation, recording, and tax information from Client's property tax administration system.
- b. Detailed residential, commercial, and agricultural land and improvements information from Client's CAMA real estate system WinGAP.
- c. Property sales history from Client's CAMA real estate system (if available).
- d. Property Sketches (if available, and provided by CLIENT in a web-friendly image file format).
- e. Property Photos (if available, and provided by CLIENT in a web-friendly image file format).
- f. ESRI compatible vector and raster spatial data from Client's existing GIS data sources.
- g. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
- h. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
- i. Additional features available to all real estate web site clients, including multiple search criteria, dynamic user help guides, Client contact information, and user feedback forms.
- j. Professional will provide an automated routine to transfer data from Client's local computer data sources to Professional's servers over a high speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.
- k. Additional components elected by Clients (descriptions to add on modules can be found at [www.schneiderGIS.com/B-Q-addons](http://www.schneiderGIS.com/B-Q-addons)):
  - Account Management
  - Comparable Search

**B. Portal Hosting and Maintenance**

PROFESSIONAL shall host and maintain of the above described portal for the term of this Agreement.

PROFESSIONAL'S web data server environment includes a redundant/fail over power system, multiple power sources and long term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by this Agreement. If the CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of the CLIENT. PROFESSIONAL will also maintain website usage statistics which can be viewed by CLIENT staff through an interface. Certain onsite hardware and software configurations may require additional third party software (not included in this Agreement). The update feature requires CLIENT to maintain a dedicated high speed Internet access. Services also include monitoring of PROFESSIONAL'S web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of PROFESSIONAL'S staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

Ankeny, Iowa  
2450 Southwest Vintage Parkway  
Suite 260  
Ankeny, IA 50023

**HEADQUARTERS**  
Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, IN 46216  
[www.SchneiderGIS.com](http://www.SchneiderGIS.com)  
866.973.7100

DeLand, Florida  
112 West New York Avenue  
Suite 216  
DeLand, FL 32720



## 2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

### A. qPublic.net

a. Annual Hosting:	<b>\$7,200</b>
Hosting items:	
Core Hosting:	Included <i>(Renewal)</i>
Map (Esri)	Included <i>(Renewal)</i>
Comparable Search:	Included
Account Management:	Included
SUBTOTAL:	\$7,260
CLIENT DISCOUNT:	(\$60)
TOTAL:	<b>\$7,200</b>

This phase includes connections to Client's CAMA and Tax databases.

### B. Payment Schedule

Year 1	April 1, 2019 – December 31, 2019: \$5,400 prorated
Year 2	January 1, 2020 – December 31, 2020: \$7,200

Quarterly Invoicing: \$1,800

### C. Project Schedule

#### a. Portal Development

- i. Professional requires the following information and technical assistance from the Client to access data sources defined in the Scope of Services.
  1. Database connection information
  2. Server name or IP address.
  3. Database name.
  4. User login information for read access.
  5. Data dictionary or schema, as available.
- ii. Network paths to all file data sources.
- iii. Installation of Professional's Remote Support application on a computer with network access to the Client's data sources and files.
- iv. All information must be provided by the Client to the Professional at least 21 days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.

#### b. Portal Hosting and Maintenance

- i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.
- ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from Client's failure to provide Professional with information required to access project data sources according to the project schedule. Any project delays on the part of the Professional will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from Professional to Client.

### D. Revenue Share Option (data sales):

- a. 20% of all revenue from data sales of CLIENT'S data will be provided annually to CLIENT from PROFESSIONAL.

*If the Client cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.*

**Invoicing will be done on a quarterly basis at the beginning of the term unless otherwise specified.**

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½ % per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

**3 Terms of Service.** Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice/>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 **Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Service or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, 12- month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

5 **Assignment.** Neither PROFESSIONAL nor CLIENT shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party. Nothing in this paragraph shall, however, prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services, or for the PROFESSIONAL from assigning the agreement to wholly (or majority) owned subsidiaries.

6 **Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

7 **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

8 **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through March 31, 2019.

PROFESSIONAL:  
Schneider Geospatial

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

Print: Jeff Corns, GISP

Title: President

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

CLIENT:  
Candler County, Georgia

By: 

Print: Bryan Aasheim

Title: Administrator

Date: 3/5/19

Exhibit C

**RESOLUTION**

**A RESOLUTION TO BE SUBMITTED TO THE GEORGIA DEPARTMENT OF TRANSPORTATION IN SUPPORT OF ESTABLISHING THE FOLLOWING STREETS FOR RADAR DETECTION.**

**CANDLER COUNTY, GEORGIA**

Pursuant to § 40-6-183 of the Official Code of Georgia annotated concerning local authorities power to alter lawful speed limits, the following ordinance regulating speed limits within Candler County Georgia is adopted.

Be it ordained by the Board of Commissioners of Candler County Georgia, that the following speed zones are established for the use of speed detection devices:


**OFF-SYSTEM**

Road No.	Road Name (*-w/in the limits of a school)	From	Mile Point	To	Mile Point	Length (miles)	Speed Limit
1	Cowart Pond Rd.	Emanuel/Candler CL	0.0	GA Hwy. 23	3.3	3.3	45
10	Hadden Rd.	GA Hwy. 23	0.0	Stillmore Hwy.	2.9	2.9	45
12	Hiawatha Rd.	GA Hwy. 46	0.0	Stillmore Hwy.	2.8	2.8	45
15	Hope Valley Cir.	unpaved rd.	0.0	GA Hwy. 23	2.2	2.2	35
16	Covey Rd.	GA Hwy. 23	0.0	Hope Valley Cir.	0.8	0.8	35
28	Dutch Ford Rd.	GA Hwy. 129	0.0	Turner Rd.	4.6	4.6	55
		Turner Rd.	4.6	Excelsior Church Rd.	5.5	0.9	45
		Excelsior Church Rd.	5.5	Bulloch/Candler CL	6.3	0.8	55
30	Lake Ch. Rd. *	Salem Ch. Rd.	0.0	GA Hwy. 46	1.8	1.8	45
		GA Hwy. 46	1.8	Dutch Ford Rd.	4.8	3.0	55
49	Excelsior Ch. Rd.	Portal City Limits	0.0	Bulloch/Candler CL	6.8	6.8	55
58	Pulaski Hwy.	Bulloch/Candler CL	0.0	Creekside Manor	1.7	1.7	55
		Creekside Manor	1.7	Pulaski City Limits	2.0	0.3	45
61	Salem Ch. Rd.	Bulloch/Candler CL	0.0	Portal Hwy.	5.5	5.5	55
71	Shady Branch Rd.	Blankrock Rd.	0.0	Portal Hwy.	1.3	1.3	35
73	Blankrock Rd.	Rosemary Ch. Rd.	0.0	Salem Ch. Rd.	3.0	3.0	35
83	St. Matthews Ch. Rd.	Hodges Rd.	0.0	Greenhouse Rd.	1.5	1.5	45
		Greenhouse Rd.	1.5	GA Hwy. 46	2.7	2.7	35
88	Union Rd.	Portal Hwy.	0.0	Rosemary Ch. Rd.	4.0	4.0	55
152	Canoochee Rd.	GA Hwy. 129	0.0	GA Hwy. 57	9.1	9.1	55
158	Sams Creek Ch. Rd.	Dead End	0.0	GA Hwy. 46	0.4	0.4	35
162	Cool Springs Ch. Rd.	GA Hwy. 57	0.0	Griffin Ferry Rd.	3.4	3.4	55
168	Griffin Ferry Rd.	Emanuel/Candler CL	0.0	Emanuel/Candler CL	3.2	3.2	55
171	Eden Ch. Rd.	GA Hwy. 57	0.0	Coleman Rd.	1.1	1.1	45
		Coleman Rd.	1.1	Tattnall/Candler CL	3.6	2.5	55
190	Mac Wac Rd.	GA Hwy. 23	0.0	Allen Rd.	2.1	2.1	55
		Allen Rd.	2.1	GA Hwy. 57	3.2	1.1	45
196	Donnell Rd.	Glisson Rd.	0.0	Hensley Rd.	1.8	1.8	45
203	Glisson Rd.	GA Hwy. 129	0.0	Donnell Dr.	1.0	1.0	45
		Donnell Dr.	1.0	Tattnall/Candler CL	2.2	1.2	55
206	Hensley Rd.	Donnell Rd.	0.0	Tattnall/Candler CL	1.0	1.0	55
221	Olifftown Rd.	Emanuel/Candler CL	0.0	GA Hwy. 23	7.1	7.1	55
223	Portal Hwy.	Bulloch/Candler CL	0.0	Metter City Limits	6.0	6.0	55
224	Evergreen Ch. Rd.	GA Hwy. 128	0.0	Tattnall/Candler CL	1.3	1.3	55

225	Rosemary Ch. Rd.	Pulaski City Limits	0.0	Emanuel/Candler CL	13.8	13.8	55
226	Stillmore Hwy.	Metter City Limits	0.0	Emanuel/Candler CL	5.6	5.6	55
228	Turner Rd.	GA Hwy. 46	0.0	Dutch Ford Rd.	4.6	4.6	45
276	Golf Course Rd.	GA Hwy. 121	0.0	Dead End	0.4	0.4	35
293	Windmill Rd.	High Bluff Cir.	0.0	Stillmore Hwy.	0.4	0.4	35
294	High Bluff Cir.	Windmill Rd.	0.0	Windmill Rd.	0.3	0.3	35
302	Oak Tree Rd.	Metter City Limits	0.0	Pavement End	0.5	0.5	35

Be it resolved that any person convicted of a violation of this ordinance shall be punished as provided for by law. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Signature of Governing Authority:

  
 \_\_\_\_\_  
 Glen Thrift, Chairman-Board of Commissioners

  
 \_\_\_\_\_  
 Wayne Culbertson, Commissioner-District 1

  
 \_\_\_\_\_  
 Brad Jones, Commissioner-District 2

  
 \_\_\_\_\_  
 David Robinson, Commissioner-District 3

  
 \_\_\_\_\_  
 Blake Hendrix, Commissioner-District 4

Subscribed and Sworn to (or affirmed) before me

This 5 day of March, 2019.

by \_\_\_\_\_ PUBLIC



Signature: Maranda K Link

My Commission Expires: March 8, 2020

Exhibit D



SERVICE AGREEMENT

CodeRED®

Unlimited Emergency System Minutes

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of March 19, 2019 (the "Effective Date").

SERVICE ORDER		
<b>Provider Information:</b> ("Provider")	<b>Provider Name:</b> <b>Entity Type:</b> <b>State of Incorporation:</b> <b>Provider Address:</b>	<b>ONSOLVE, LLC</b> <b>Limited Liability Company</b> <b>Delaware</b> <b>780 W. Granada Boulevard</b> <b>Ormond Beach, FL 32174</b>
<b>Customer Information:</b> ("Customer")	<b>Customer Name:</b> <b>Entity Type:</b> <b>State of Incorporation:</b> <b>Customer Address:</b>	<u>Candler County Board of Commissioners</u> <u>body politic</u> <u>Georgia</u> <u>1075 East Hiawatha Street</u> <u>Metter, GA 30439</u>
	<b>Business Contact/Title:</b> <b>Phone:</b> <b>Email:</b>	<u>Bryan Aasheim/County Administrator</u> <u>(912) 685-2835</u> <u>baashiem@candlerco-ga.gov</u>

<i>Please complete below if the Primary User is different from the Business Contact</i>	
<b>Primary User Name:</b>	Justin Wells/Captain Deputy Director
<b>Phone:</b>	(912) 685-2568
<b>Email:</b>	jwells@candlerco-ga.gov

*Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address.*

<b>Customer Invoice Name:</b>	Candler County EMA
<b>Attention:</b>	Justin Wells
<b>Address:</b>	1015 E Hiawatha St
<b>City, State, Zip:</b>	Metter GA 30439
<b>Phone:</b>	912 658 2568
<b>Email:</b>	Jwells@candlerco-ga.gov
Preferred method of receiving invoices: <input type="checkbox"/> Email <input checked="" type="checkbox"/> US Mail	

DETAILED SERVICE DESCRIPTION	
Initial Term (commencing on Effective Date)	One (1) Year and one hundred four (104) Days
Renewal Term(s)	One (1) Year
<i>If the Agreement is renewed, the first Renewal Term shall commence as of <u>July 1, 2020</u></i>	
<b>CodeRED On-Demand Notification Service – Unlimited Emergency - System Minutes</b>	
Annual Notification Subscription Fee:	\$5,400.00
<b>Initial Term Cost for Notification Service:</b>	<b>\$6,938.16</b>
<b>Additional Features</b>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual CodeRED Weather Warning® Subscription Fee:	Included
Annual IPAWS Submission App Subscription Fee:	Included
<b>Annual Cost for all Additional Features:</b>	<b>Included</b>
<b>Initial Term Cost for all Additional Features:</b>	<b>Included</b>
<b>Annual Subtotal:</b>	<b>\$5,400.00</b>
<b>Initial Term Subtotal:</b>	<b>\$6,938.16</b>
May be paid in installments:	
<b>Due upon signing</b>	<b>\$1,538.16</b>
<b>Due on or before 07/01/2019</b>	<b>\$5,400.00</b>

All amounts are stated in United States Dollars unless specifically indicated otherwise.

- GIS (Target Recipients by Geographic Location): **Candler County, Georgia (the "Notification Area")**
- Notification Subscription Fee includes **Unlimited** Message Units for **Emergency** Notifications sent via phone. Emergency means immediate threat to life and/or property.
- Notification Subscription Fee includes the following number of Message Units for non-Emergency Notifications sent via phone:
  - **4,701** Message Units for the first **104** Days. Unused Message Units do not carry over.
  - After this period, Message Units will be re-set to **16,500** Message Units per year. Unused Message Units do not carry over year to year.
- Notification Subscription Fee includes unlimited Notifications sent via email or SMTP text.
- Use that exceeds the included Message Units will be billed at **\$0.40** per Message Unit in blocks of **1,650** Message Units.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

CUSTOMER: CANDLER COUNTY BOARD OF COMMISSIONERS, GEORGIA

Signed: \_\_\_\_\_

Signed: 

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

Printed Name: Bryan Aasheim

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

Title: Administrator

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

Date: 3/6/19

**EXHIBIT A  
GENERAL SERVICE DESCRIPTION – CODERED®**

**Description of On-Demand Notification Service:** The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- *Phone:* call (866) 939-0911 for live operator assistance 24/7/365.

**Description of Service.** With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B. Message Units used will be deducted from Customer's Non-Emergency Message Units unless Customer designates the Notification as an Emergency in the Service. Provider has the final right, with reasonable discretion, to determine whether the Message Units qualify as an Emergency.
- Unlimited messaging via SMTP-based messages, email and to the CodeRED Mobile Alert App. SMTP messaging is carrier-specific, as opposed to true, carrier agnostic, end-to-end two-way wireless transmission.
- **500** Message Units for testing. Message Units used for testing are deducted from Customer's Message Units. Customer may request reimbursement of testing Message Units with notice to Provider within sixty (60) days from testing. Provider has the final right, with reasonable discretion, to determine whether the Message Units qualify for testing.
- "Message Unit" or "System Minute" means sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services ("Professional Services"), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

**Contact List Maintenance.** Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment ("CNE") Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

**Customer Support.** Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours ("AHOH") inquiries may be deferred until conventional business hours to facilitate best handling.

**Training.** All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

**Support Documentation.** Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

**Description of Additional Features.** Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning® ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App").** Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.



**Exhibit B**  
**TERMS AND CONDITIONS**

**1. DEFINITIONS.**

- 1.1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "**API**" means the application program interface for the Service.
- 1.3. "**API Contacts**" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "**Applicable Law**" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "**Contact**" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "**Content**" means content, data, text, messages and other material contained in a Notification.
- 1.7. "**Data Processing Addendum**" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "**Documentation**" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "**EU or Swiss Personal Data**" means Standard Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679)("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.
- 1.10. "**Fees**" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "**Initiator(s)**" means an individual person or application authorized to create and issue Notifications.
- 1.12. "**Notification(s)**" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "**Sensitive Data**" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.14. "**Service**" means Provider's software-as-a-service, Internet-based and accessed notification service to set up and send Notifications.
- 1.15. "**Service Order**" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.
- 1.16. "**Standard Personal Information**" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.17. "**Subscription Fee**" means the fees for access to and use of the Service, including any activation fees.
- 1.18. "**Transaction Fee**" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.19. "**User**" means, collectively, Initiator(s) and Contact(s).

**2. SCOPE OF THE SERVICE.**

- 2.1. **Service.** Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.
- 2.2. **Ownership and Service Components.** All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, [www.onsolve.com/privacy-statement](http://www.onsolve.com/privacy-statement). Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. **Contact Limit.** During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

### 3. PAYMENT AND TAXES

3.1. **Payment.** Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. **Taxes.** In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. **Message Surcharges.** Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

### 4. TERM AND TERMINATION

4.1. **Term.** Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term.

4.2. **Termination.** If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. **Suspension.** Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. **Effects of Termination.** Upon termination or expiration of this Agreement (i) Provider will, upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

### 5. CUSTOMER OBLIGATIONS

5.1. **Customer Obligations.** The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. **Acceptable Use Policy.** Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. **Data Security.** Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice; Accountability

for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

## 6. CONFIDENTIALITY AND SECURITY.

6.1. **Confidential Information.** During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("**Confidential Information**"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "**Receiving Party**") acknowledges that the Confidential Information of the other party (the "**Disclosing Party**") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. A Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

6.2. **Security.** Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

## 7. REPRESENTATIONS AND DISCLAIMER

7.1. **Mutual Representations.** Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. **Additional Provider Representations.** Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. **Disclaimer.** Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 8. INDEMNIFICATION AND RESPONSIBILITY

8.1. **Provider General Indemnification.** Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "**Losses**"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. **Provider IP Indemnification.** Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that

the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. **Customer Indemnification.** Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct.

8.4. **Indemnification Procedures.** Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

## 9. LIMITATION OF LIABILITY

9.1. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

## 10. GENERAL

10.1. **Force Majeure.** Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. **Dispute Resolution.** Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. **Publicity.** For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. **Survival of Terms.** The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. **Independent Contractor.** Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. **Severability.** If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

PROVIDER: ONSOLVE, LLC

CUSTOMER: CANDLER COUNTY BOARD OF COMMISSIONERS, GEORGIA

Signed: \_\_\_\_\_

Signed: Bryan Aasheim

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

Printed Name: Bryan Aasheim

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

Title: Administrator

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

Date: 3/6/19

Executed for Exhibits B and C

**EXHIBIT C**  
**ACCEPTABLE USE POLICY**

1. General Terms.

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.

Exhibit E



**Corporate Office**  
 3235 Veterans Circle  
 Birmingham, AL 35235

**Atlanta Office**  
 2490 Weaver Way  
 Atlanta, GA 30340

**Mobile Office**  
 5310 Willis Road  
 Theodore, AL 36582

**Savannah Office**  
 78 Columbia Drive  
 Pooler, GA 31322

**Candler County EMS**  
 Attn. Mel Kelly (912) 536-7828  
 1065 East Hiawatha St.  
 Metter, Ga. 30439  
[melkelly@pineland.net](mailto:melkelly@pineland.net)

**February 6, 2019**  
**Service Dates: April 1, 2019 to March 31, 2020**

**Model: Generac 10665440100 150KW Diesel Serial: 2101412**

Agreement Type: Semi-Annual Service (2 visits per year)

- 1 Minor PM Service Inspection. \$ 445.00
- 1 Major PM Service Inspection. \$ 995.00
- Total Price Per Year. \$1,440.00
  
- \*I want to prepay this Service Agreement.
- \*I want to be invoiced per Service.

**AGREEMENT SERVICE WILL CONTINUE UNTIL CUSTOMER CANCELS SERVICE VIA TYPED OR WRITTEN REQUEST.**

Accepted By: Bryan Aasheim, County Administrator

Signature: [Signature] . Date 3/5/19

PO # (if Applicable), \_\_\_\_\_  
 If purchase order numbers or work order numbers change annually please provide them as soon as possible to avoid any billing issues.

- Price quoted is solely for scheduled service maintenance based on regular working hours from 8:00 AM – 5:00 PM weekdays.
- Any additional repair work not related to this service agreement will be Quoted & Billed separately at the regular rate of \$130.00 per hour plus \$2.50 per mile. (Quote not needed for Preauthorized Amount listed)
- After hour call outs will be billed at \$185.00 per hour plus \$2.50 per mile.
- Holiday call outs will be billed at \$260.00 per hour plus \$2.50 per mile.

Preauthorized Repairs:

- Should a repair be required that is not under warranty & our Tech is prepared to complete while on site Energy Systems Southeast, LLC is pre-authorized to make any necessary repairs not to exceed \$ 250 . (Please Indicate Amount)

24 X 7 Emergency Service  
 Remote Monitoring

Scheduled Maintenance Agreements  
 Load Bank Testing

Extended Warranties  
 Rental Generator Sets



**Minor PM Service:**

- ESSE.LLC will perform an Inspection of the generator unit Coolant System, Engine Monitoring System, Exhaust System, Lube & Oil System Safety Control System & Starting System. Also Top Off of any necessary Fluids for the unit & Cleaning of any necessary Components.

The Tech will also the Start & Run the unit to Diagnose the operation of the unit.

This is to identify the correct operation of the unit or to identify any issues with the operation of the unit.

**Major PM Service:**

- ESSE.LLC will perform all the above listed services within the Minor PM Service & inspect the Air Induction System Filters, Fuel System Filters, & clean or replacement of said filters as needed.

This service also includes Oil & Oil filter change.

**Special Terms and Conditions:**

- Air filter, belt, hose and battery replacements are additional charges.
- Special Order Air Filters will be invoiced separate.
- Any Freight for Special Orders will be additional.
- Any testing may result in power fluctuations that can interfere with sensitive electronic equipment (including but not limited to televisions, computers, DVDs, etc.). You agree to hold harmless the Technician and Energy Systems Southeast, LLC for any such power fluctuations and for any theft, fire or circumstances beyond either party's control.
- Energy Systems Southeast, LLC will not be held liable or assume responsibility, for any damage caused to a generator unit during load bank testing. Failures, on equipment or engine, cannot be predetermined before testing.

**By signing below, I agree to all stated and chosen terms within or related to this document.**

**Optional Services:**

**Diesel Fuel Top off Services:**

ESSE to top off diesel fuel tank while on site performing either major or minor service not to exceed \$ \_\_\_\_\_ (\$600 recommended). This service shall be documented on the inspection report. Cost for fuel service will be invoiced separately at ESSE prevailing labor and fuel rates. Service trucks are capable of providing up to 100 gallons if approved pricing covers cost.

**Fuel Testing and Sampling:**

ESSE will take a sample of your diesel fuel and test it for contaminations including water, micro-organisms, bacteria and fungi. The test will also verify the quality of the fuel and make sure it has not deteriorated and the octane level, flash point, density, distillation, cloud point and gel point are within optimal ranges. Diesel fuel has a limited shelf life and needs to be maintained to ensure that your generator starts when you need it.

**\$125.00 Per Sample.**

**Prepared By: Special Markets Department**  
**Phone (855) 436-3773**  
**Return Form To: Email: [SpecialMarkets@essellc.com](mailto:SpecialMarkets@essellc.com)**



**Billy Dasher**  
*Special Markets* ESSE.LLC  
Office: 770-381-2424 ext. 206  
Billy.Dasher@ESSELLC.com

**Additional Information:**

Please fill out information below (if same as header, note "same")

**Billing Address:**

\_\_\_\_\_  
Street City State Zip

**Site Address:**

\_\_\_\_\_  
Street City State Zip

**Billing Contact:**

\_\_\_\_\_  
Name Phone Email

**Site Contact:**

\_\_\_\_\_  
Name Phone Email

24 X 7 Emergency Service  
Remote Monitoring

Scheduled Maintenance Agreements  
Load Bank Testing

Extended Warranties  
Rental Generator Sets



## A RESOLUTION

### **Opposing House Bill 302 and Senate Bill 172, Preemption of Local Building Design Standards.**

**WHEREAS**, HB 302 and SB 172 would prohibit local governments from regulating “building design elements” in single or double family dwellings, which could negatively impact economic development efforts and harm competitiveness; and

**WHEREAS**, appropriate local design standards and land use policies create a diverse, stable, profitable, and sustainable residential development landscape; and

**WHEREAS**, HB 302 and SB 172 are bills that would undermine self-determination of citizens to establish community standards as illustrated by the following:

- County and municipal officials are elected in part to make decisions about the look and feel of their communities, which fosters economic development, preserves the character of communities; and
- Counties and municipalities use design standards to ensure that the property values of surrounding property owners remain protected from incompatible development; and
- HB 302 and SB 172 would severely erode the ability of all 538 Georgia cities and 159 counties to address unique and community-specific quality of life issues.

**WHEREAS**, county and municipal governments use building design standards to protect property values, attract high quality builders, and block incompatible development; and

**WHEREAS**, building design standards assure residents and business owners that their investments will be protected, and that others who come behind them will be equally committed to quality; and

**WHEREAS**, local governments spend a large amount of resources studying, surveying, crafting, and defining their vision and development strategies, and design standards are an integral part of those endeavors to attract residents, businesses, and the much-coveted trained workforce; and

**WHEREAS**, development and redevelopment efforts should reflect the community and its vision while simultaneously creating a sense of place; and

**WHEREAS**, county and municipal government officials are elected to make decisions about the look and feel of their communities, and HB 302 and SB 172 would transfer that power from duly-elected local leaders to outside groups with little to no stake in the future or success of Georgia's counties and municipalities, including real estate developers and homebuilders; and

**WHEREAS**, building design standards neither discourage nor favor affordable housing, nor prevent the availability of certain housing types, as supporters of HB 302 and SB 172 purport; and

**WHEREAS**, local governments should have the ability to provide more affordable housing options without sacrificing their unique character or threatening economic growth; and

**WHEREAS**, although historic districts are protected in HB 302 and SB 172, which indicates an understanding that standards do in fact make sense, downtown overlays or other similar special zoning districts are not; and


**WHEREAS**, local governments should be empowered to enforce building design standards to make today's thriving county areas tomorrow's historic districts; and

**WHEREAS**, by limiting the ability of local governments to enforce building design standards in single or double family dwellings, HB 302 and SB 172 would negatively impact quality-of-life issues, including economic growth and the safety and welfare of the citizens of Georgia and in particular of Candler County.

**NOW, THEREFORE, BE IT RESOLVED BY THE** Board of Commissioners of Candler County that this governing body voices its opposition to HB 302 and SB 172, Preemption of Local Building Design Standards.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing Candler County, and made available for distribution to the public and the press.

  
\_\_\_\_\_  
Glyn Thrift, Chairman

  
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Maranda K. Lank, Clerk

