

AGENDA
REGULAR MEETING
5:00 P.M.
March 2, 2020

1. Call to Order
2. Invocation and *Pledge of Allegiance* – 4Her to be announced
3. Approval of Agenda
4. Department Reports
 - a. Mel Kelly – EMS Monthly Report
 - b. Mike Robins – Recreation Department Monthly Report
 - c. Jerry Lanier – Roads and Bridges Department Monthly Report
 - d. Robert Hendrix – Solid Waste/Landfill Report
 - e. Jason Douglas – Fire Department Monthly Report
 - f. Allen Tyler – Coroner Monthly Report
5. Approval of Minutes
6. Financial Report
7. Old Business
 - a. Consideration of a request from Jason Clark for a Family Purpose Exception under section 2.2.27 of the Candler County Subdivision and Mobile Home Park Ordinance for parcel 07024007
 - b. Consideration of a request from Cactus Family Farms to allow Coursey Construction Company, Inc. to surface CalMaine Road, a county-maintained road, with crushed concrete.
 - c. Review and Discussion of Current Ordinances Pertaining to EMS Fees and Solid Waste Disposal
 - d. Discussion of Poly Carts
 - e. Discussion of Zoning for unincorporated Candler County
 - f. Discussion of proposals submitted in response to an RFP for Candler County EMS services.
8. New Business
 - a. Jeffrey Hildebrandt – request to address the commission regarding the current resolution/policy for use of the baseball fields at the recreation department
 - b. Consideration of a Service Agreement with Motorola Solutions for system upgrade services for the public safety radio system in the amount of \$25,198.40 to be paid in two annual installments
 - c. Consideration of a request from Public Works for funding for a flagging certification course

- d. Consideration of a request from Public Works for SPLOST funding to purchase a cabinet to store volatile and combustible materials
 - e. Consideration of a request from the Elections Superintendent for \$800 in 2011 SPLOST appropriations to purchase a laptop computer for the Elections division
 - f. Consideration of a State-wide Mutual Aid Assistance Agreement with the Georgia Emergency Management Association
9. Report from Chairman
 10. Report from County Administrator
 11. Report from Attorney
 12. Reports from Commissioners
 13. Executive Session
 14. Adjournment

Board of Commissioners of Candler County
Regular Meeting
March 2, 2020
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, February 17, 2020, at 5:00 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 Commissioners Wayne Culbertson, David Robinson and Blake Hendrix; Candler County Administrator, Bryan Aasheim; Candler County Attorney, Kendall Gross; Candler County Clerk, Maranda K. Lank. Other guests attending the meeting included Emily Mikell, Chris Hunter, Wendy Mikell, Jack and Ann Childs, Robert Hendrix, Jason Douglas, Jerry Holloway, Jeffery Hildebrandt, Wallie Waters, John Miles, Justin Wells, Allen Tyler, Dixie Odom, Jason Grimes and Bobby Odom. The Metter Advertiser was represented by Jerri Goodman. Candler County Vice-Chairman, Brad Jones, was unable to attend this meeting.

Call to Order

Chairman Thrift called the meeting to order at 5:00p.m.

Invocation and Pledge of Allegiance

Emily Mikell, Chair of Educational Programs 2019/2020 of the Candler County 4-H Senior Board delivered and led the *Pledge of Allegiance*.

Amendment to the Agenda

Mr. Aasheim requested the following changes be made to the agenda under New Business.

- Postpone and remove Item 4. Resolution for the dedication of the Metter-Candler Recreation Department Walking Trail
- Add 9E Consideration of a request from the Elections Superintendent for \$800 in 2011 SPLOST appropriations to purchase a laptop computer for the Elections division
- Add 9F Consideration of a State-wide Mutual Aid Assistance Agreement with the Georgia Emergency Management Association

Chairman Thrift moved to amend and approve the agenda to add the items described by Mr. Aasheim. Commissioner Robinson provided a second to the motion. The motion carried 4-0.

Department Reports

Mike Robins – Recreation Department Monthly Report

- Basketball season ended on a good note. However, there are still floor issues in the gym.
- Baseball registration closed February 29, 2020 with 270 registrations. The goal of 300 may be reached with late registrations. Evaluations will begin this week, weather permitting.
- Opening Day is April 4, 2020. Head Football Coach Rodney Garvin is Guest speaker. Master of Ceremonies, Tom Osborn, will deliver the invocation. Coach Robins also stated he has invited retired County Commissioner Donny Wells to throw the first pitch.
- Travel Ball has been great for the program. However, after the adoption of the Metter-Candler Recreation Department Field Use Policy on December 10, 2018, he believes the County is losing revenue. Coach Robins requested a waiver for visiting teams. Mr. Gross requested copy of the policy to review.

Jerry Lanier – Roads and Bridges Department Monthly Report

- Mr. Lanier stated he just received word of a Motorgrader with a flat tire on Donnell he needs to repair.
- The roads are in desperate need of sunshine to repair roads.
- Mr. Aasheim relayed a message from Vice-Chairman Jones to close St. Matthews Church Road from Hwy 46 to Turner Road due to impassible conditions.
- Commissioner Robinson requested that Mr. Lanier please evaluate Eason Road for possible need of closure as it is nearly impassable.

Mel Kelly – EMS Monthly Report

- Director Kelly presented the January and February monthly reports and financials (Exhibit A)

Robert Hendrix – Solid Waste/Landfill Report

- Mr. Hendrix stated the landfill is very wet from the abundance of rain.
- Allgreen has a new driver. The County shop has been receiving calls. All-green owner, Will Sullivan, is assisting the new driver on the route. Major issues are the trash trucks bogging down in the road.
- The HHNT Engineers are preparing a suggestion on repairing the well and hopes to get a response soon.
- If there is a trash pick-up issue, Mr. Hendrix requested that those calls be directed to the shop and they will assist anyway possible.

Jason Douglas – Fire Department Monthly Report

- See reports for February

Metter Fire Rescue Response List
Feb-20

Call Type and Jurisdiction

Feb-20												
	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Hell.	Haz.	Service	Med.	Other	Total
City	1	0	3	0	2	4	0	1	1	5	0	17
County	0	2	3	1	0	1	0	0	0	4	0	11
Total	1	2	6	1	2	5	0	1	1	9	0	

Total Calls 28

Total 29 1 Mutual aid given to Emanuel County Fire

Feb-19												
	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Hell.	Haz.	Service	Med.	Other	Total
City	0	1	0	1	1	0	0	1	0	3	0	7
County	0	1	2	5	0	2	0	0	0	5	0	15
Total	0	2	2	6	1	2	0	1	0	8	0	

Total Calls 22

24 Total calls 1 Mutual aid given to Bulloch County Fire
1 Mutual aid given to Emanuel County Fire

Allen Tyler – Coroner Monthly Report

- January 3 calls
- February 1 call
- March no calls
- Mr. Tyler received his FY2021 Budget Packet

Approval of Minutes

Commissioner Hendrix moved to approve the minutes for the February 17, 2020 Regular Meeting. Commissioner Culbertson provided a second to the motion. The motion carried 4-0.

Financials

Administrator Aasheim delivered the February 2020 financial report. (Exhibit B)

- All General Fund and other accounts are balanced as of February 29, 2020.
- The General Fund Balance is \$3,163,148.60, ending balance is slightly up from last month and February 2019.
- LMIG balance is \$613,262.60. This includes the funding for the 2020 LMIG which should be bid out this spring in coordination with the 2019 SAP Projects.
- TSPLOST balance of \$795,062.03 which up from last month by \$103,277.75. This is due to the 1st GDOT reimbursement from the St. Matthews Church Road
- Year to Date revenue on Real Property Taxes is \$2,705,856.71, which is 87% collection.
- The Georgia Legislature passed a reallocation of TAVT for the next fiscal year that will reallocate more dollars to the City and less to the County.
- 2011 SPLOST, Mr. Aasheim reported that projects are moving along through completion. He also mentioned there is one motor grader lease payment remaining, and he is looking into future options to present to the Commission.
- 2018 SPLOST revenues are as anticipated. February proceeds were \$109,385.13, which is up 3.3% or by \$4,000.00 from the previous year. The County 56% portion of this is \$49,004.54. SPLOST revenues are up by 2.45%. Although, March appears to be the month we take in the least amount of SPLOST.
- Budget packets went out this morning. The amended state budget did put back a lot of County Supported budgets.

Old Business

Consideration of a request from Jason Clark for a Family Purpose Exception under section 2.2.27 of the Candler County Subdivision and Mobile Home Park Ordinance for parcel 07024007

This item was tabled.

Consideration of a request from Cactus Family Farms to allow Coursey Construction Company, Inc. to surface CalMaine Road, a county-maintained road, with crushed concrete.

Chairman Thrift moved to conditionally approve a request from Cactus Family Farms to allow Coursey Construction Company, Inc. to surface CalMaine Road, a county-maintained road, with the use of graded aggregate base course (GABC) from a GDOT approved material as the condition.

Commissioner Hendrix provided a second. The motion carried 4-0

Review and Discussion of Current Ordinances Pertaining to EMS Fees and Solid Waste Disposal

This item was tabled.

Discussion of Poly Carts

This item was tabled.

Discussion of Zoning for unincorporated Candler County

This item was tabled.

Discussion of proposals submitted in response to an RFP for Candler County EMS services.

This item was tabled.

New Business**Jeffrey Hildebrandt – request to address the commission regarding the current resolution/policy for use of the baseball fields at the recreation department**

- Jeffery Hildebrandt_ Insurance for teams using the ball fields. Requested clarity on the insurance policy and if this is something legally has to be done. Mr. Gross spoke on Attractive Nuisance. He recommended amendment to the policy.
- Are our All-star teams covered when they travel to another county? Requested information on the Lighting LWCF Grant, Mr. Aasheim stated he is working with RDC about funding.
- Requested permission to install a well. Mr. Gross said it is not allowed.

Consideration of a Service Agreement with Motorola Solutions for system upgrade services for the public safety radio system in the amount of \$25,198.40 to be paid in two annual installments

Justin Wells approached the Board to answer question. Mr. Gross stated a two-year agreement is allowed. Mr. Aasheim will prepare a budget amendment.

Commissioner Robinson moved to approve motion to approve a Service Agreement with Motorola Solutions for system upgrade services for the public safety radio system in the amount of \$25,198.40 to be paid in two annual installments. Commissioner Hendrix provided a second. The motion carried 4-0. (Exhibit C)

Consideration of a request from Public Works for funding for a flagging certification course

Commissioner Culbertson moved to approve a request from Public Works for funding for flagging certification course. Commissioner Robinson seconded. The motion carried 4-0.

Consideration of a request from Public Works for SPLOST funding to purchase a cabinet to store volatile and combustible materials

This item was tabled.

Consideration of a request from the Elections Superintendent for \$800 in 2011 SPLOST appropriations to purchase

Chairman Thrift moved to approve a request from the Elections Superintendent for \$800 in 2011 SPLOST appropriations to purchase. Commissioner Hendrix provided a second. The motion carried 4-0.

Consideration of a State-wide Mutual Aid Assistance Agreement with the Georgia Emergency Management Association

Commissioner Robinson moved to enter into a two-year State-wide Mutual Aid Assistance Agreement with the Georgia Emergency Management Association. Commissioner Hendrix provided a second. The motion carried 4-0. (Exhibit D)

Report from Chairman

Chairman Thrift had nothing to report for this meeting.

Report from County Administrator

Mr. Aasheim presented the County Administrator written report:

- See attached report (Exhibit E)
- Daniels Street update
- A piece of legislation floating around that will preempt opposing building design standards.
- Second Amendment resolution. Mr. Aasheim recommended a proclamation in place of a resolution. Mr. Gross agreed because the BOC is not a law enforcement entity.

Report from County Attorney

Mr. Gross requested the Chairman call an executive session to discuss personnel and litigation. Mr. Gross spoke to Sheriff Miles and that Telecourt did not appear to be economical.

Report from Commissioners

Commissioner Culbertson representing Commission District 1, question what had been decided on about the old police station.

Vice-Chairman Jones representing Commissioner District 2 was unable to attend this meeting.

Commissioner Robinson representing Commission District 3, requested information on the Connector Plan Update, Eden Church Road, MacWac and Covey and Round-about.

Commissioner Hendrix representing Commission District 4, requested detail to clean out culvert pipe at Williams Cemetery Road.

Executive Session – Personnel and Litigation

Chairman Thrift moved to exit into Executive Session to discuss personnel and litigation matters at 6:12 p.m. Commissioner Robinson provided a second to the motion. The motion carried 4-0.

Chairman Thrift moved to exit Executive Session and reconvene the regular meeting at 7:48 p.m. Commissioner Robinson provided a second to the motion. The motion carried 4-0.

Commissioner Robinson moved to authorize Chairman Thrift to sign the *Closed Meeting Affidavit*. Chairman Thrift provided the second to the motion. The motion carried 4-0.


Commissioner Robinson moved to cancel the March 16th Commission Meeting. Chairman Thrift provided the second to the motion. The motion carried 4-0.

Adjournment

With no further business to discuss, Commissioner Robinson moved to adjourn the meeting at 7:48 p.m. Chairman Thrift provided a second to the motion. The motion carried 4-0.


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

Glyn Thrift, 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 2, 2020.

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

3.
The executive session was called to order at 6:12 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 2nd day of March, 2020.

Glyn Thrift, Chairman
Board of Commissioners of Candler County

Sworn to and subscribed before me
this 2nd day of March 2020.

Notary Public



1075 EAST HIAWATHA STREET, SUITE A, METTER, GEORGIA 30439
(912) 685-4823

Candler County EMS

January 2020 Report

Total Calls ----- (163)

Non-Transports ----- (45) Standby – (3) DOA – (2) Public Assist – (1)

Emergency Transports ----- (118)

Non-Emergency Transports – (0)

Transport % ----- (73%)

Non-Transport % ----- (27%)

Fly Outs ---- (1)

Mutual Aide ----- (0)

Fatality Accidents ---- (0)

Destination Name

Candler County Hospital ----- (70)

East Georgia Regional Hospital Statesboro ----- (31)

From CCH ----- (13)

From NH ----- (1)

By Request ----- (17)

Meadows Regional Hospital Vidalia ----- (3)

From CCH ----- (2)

From NH ----- (0)

By Request ----- (1)

Memorial Medical Center Savannah ----- (4)

Augusta University Augusta Hospital (MCG) ----- (0)

Saint Joseph’s Hospital Savannah ----- (1)

Emanuel Medical Center Swainsboro ----- (0)

Candler General Hospital Savannah ----- (0)

Doctors Hospital Augusta ----- (4)

Optim Hospital Reidsville ----- (1)

Response to County Jail --- (1)

Nursing Home Calls ---- (28)

Hospital Transfers – (25)

2015 – (?) 2016 – (161) 2017 – (170) 2018 – (182) 2019 – (138) 2020—(163)

Range of Accounts: 100-34-2602 to 100-34-2602
Type: Revenue Activity
Subtotal CAPR: No

Start Month: July Start Year: 2019
Includes Accounts with Zero Activity: N Year To Date As Of: 02/03/20

Account No	Description	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT												
223.50		46.70	60.04	30.03	23.35	23.35	16.68	23.35	0.00	0.00	0.00	0.00	0.00
Fund Total		46.70	60.04	30.03	23.35	23.35	16.68	23.35	0.00	0.00	0.00	0.00	0.00
Grand Total	Count: 1	46.70	60.04	30.03	23.35	23.35	16.68	23.35	0.00	0.00	0.00	0.00	0.00

Candler County EMS

February 2020 Report

Total Call's for month of February----- (137)

Non-Transports ----- (39) DOA-(2) Public Assist – (1)

Emergency Transports ----- (97)

Non-Emergency Transports ----- (1) Hospice

Transport % ----- (71%)

Non-Transport % ----- (29%)

Fly Outs – (0)

Mutual Aide – (0)

Fatality Accidents – (1)

Destination Name

Candler County Hospital ----- (60)

East Georgia Regional Hospital Statesboro ----- (22)

From CCH – (8)

From NH ----- (0)

By Request – (14)

Meadows Regional Hospital Vidalia ----- (3)

From CCH – (1)

From NH – (0)

By Request – (2)

Memorial Medical Center Savannah ----- (8)

Augusta University Hospital Augusta ----- (1)

Saint Joseph's Hospital Savannah ----- (1)

Emanuel Medical Center Swainsboro ----- (2)

Candler General Hospital Savannah ----- (0)

Doctors Hospital Augusta ----- (0)

Response to County Jail – (1)

Nursing Home Calls – (16)

Hospital Transfers – (19)

2015-(141) 2016-(141) 2017-(136) 2018-(156) 2019-(149) 2020-(137)

Range of Accounts: 100-34-2600 to 100-34-2600 Start Month: July Start Year: 2019
 Type: Revenue Activity Includes Accounts with Zero Activity: N Year To Date As Of: 03/02/20
 Subtotal CAPR: NO

Account No	Description	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
100-34-2600	AMBULANCE FEES												
302547.69	29961.69	27032.06	43123.04	42168.28	34110.54	45271.54	40465.68	40414.86	0.00	0.00	0.00	0.00	
Fund Total	302547.69	27032.06	43123.04	42168.28	34110.54	45271.54	40465.68	40414.86	0.00	0.00	0.00	0.00	
Grand Total	Count: 1												
302547.69	29961.69	27032.06	43123.04	42168.28	34110.54	45271.54	40465.68	40414.86	0.00	0.00	0.00	0.00	

Range of Accounts: 100-34-2602 to 100-34-2602 Start Month: July Start Year: 2019
 Type: Revenue Activity Includes Accounts with Zero Activity: N Year To Date As Of: 03/02/20
 Subtotal CAFR: No

Account No	Description	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT	46.70	60.04	30.03	23.35	23.35	16.68	23.35	23.35	0.00	0.00	0.00	0.00
Fund Total		46.70	60.04	30.03	23.35	23.35	16.68	23.35	23.35	0.00	0.00	0.00	0.00
Grand Total	Count: 1	46.70	60.04	30.03	23.35	23.35	16.68	23.35	23.35	0.00	0.00	0.00	0.00

Exhibit B

Account Number					
GENERAL FUND	DESCRIPTION	BOOK BALANCE	BANK BALANCE	Difference	Notes
100-11-1110	GENERAL FUND QNB	\$3,163,148.61	\$3,163,148.61	\$0.00	
100-11-1134	LANDFILL CLOSURE FUND QNB	\$11,313.13	\$11,313.13	\$0.00	
100-11-1135	JUVENILE COURT FUND QNB	\$1,099.36	\$1,099.36	\$0.00	
100-11-1136	PUBLIC BUILDING FUND	\$34,179.38	\$34,179.38	\$0.00	
100-11-1139	CANDLER COUNTY JAIL FUND	\$31,395.90	\$31,395.90	\$0.00	
100-11-1167	HOSPITAL LOC	\$300,757.30	\$300,757.30	\$0.00	
	HOSPITAL LOAN *9022				February 2020 Balance
100-11-1308	QNB CD (GF)-72770	\$233,562.40	\$233,562.40	\$0.00	12/15/2021
100-11-1309	QNB LFILL CLO CD-72769	\$1,559,573.03	\$1,559,573.03	\$0.00	06/12/2021 Maturity Date
	Fund 100 Totals	\$5,335,029.11			
D.A.T.E. FUND					
212-11-1132	D.A.T.E. QNBA	\$42,971.47	\$42,971.47	\$0.00	
	Fund 212 Totals	\$42,971.47			
E-911 FUND					
215-11-1138	E-911 FUND QNB	\$140,969.42	\$140,969.42	\$0.00	
215-11-1303	CD_E911_QNB-72653	\$155,288.53	\$155,288.53	\$0.00	10/26/2021 Maturity Date
	Fund 215 Totals	\$296,257.95			
LMIG FUND					
250-11-1110	LMIG	\$613,262.60	\$613,262.60	\$0.00	
	Fund 250 Totals	\$613,262.60			
SSD FUND					
270-11-1110	Special Services District	\$635,281.97	\$635,281.97	\$0.00	
	Fund 250 Totals	\$635,281.97			
INMATE FUND					
285-11-1139	JAIL STORE FUND QNB	\$82,832.95	\$82,832.95	\$0.00	
	Fund 285 Totals	\$82,832.95			
SPLOST					
320-11-1140	2011 SPLOST QNB	\$190,595.86	\$190,595.86	\$0.00	
	Fund 320 Totals	\$190,595.86			
2018 SPLOST					
321-11-1141	2018 SPLOST QNB	\$637,798.05	\$637,798.05	\$0.00	
321-11-1142	2018 SPLOST Hospital 20%	\$363.40	\$363.40	\$0.00	
	Fund 320 Totals	\$638,161.45			
TSPLOST CAPITAL					
335-11-1141	CASH IN BANK TIA SPLOST QNB	\$795,062.03	\$795,062.03	\$0.00	
	Fund 335 Totals	\$795,062.03			
	Report Totals	\$7,991,293.94			

Revenue Account Range: 100-00-0000 to 100-99-9999
 Expend Account Range: 100-0000-00-0000 to 100-9999-99-9999
 Print Zero YTD Activity: No

Year To Date As Of: 02/29/20
 Current Period: 07/01/19 to 02/29/20
 Prior Year: 07/01/18 to 02/28/19

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/deficit	% Real
100-31-1100	REAL PROP-CUR YEAR	2,546,854.25	3,100,000.00	2,705,856.71	2,705,856.71	0.00	394,143.29-	87
100-31-1120	TIMBER TAX	24,426.09	40,000.00	38,706.89	38,706.89	0.00	1,293.11-	97
100-31-1190	HOSPITAL LEVY	232,084.55	245,000.00	223,081.47	223,081.47	0.00	21,918.53-	91
100-31-1200	REAL PROP-PRIOR YEAR	259,557.69	225,000.00	0.00	0.00	0.00	225,000.00-	0
100-31-1310	MOTOR VEHICLES	37,943.34	45,000.00	0.00	0.00	0.00	45,000.00-	0
100-31-1314	ALTERNATIVE AD VAL T	0.00	6,300.00	0.00	0.00	0.00	6,300.00-	0
100-31-1315	TAVT	233,155.28	300,000.00	329,345.43	329,345.43	0.00	29,345.43	110
100-31-1320	MOBILE HOME	21,024.63	27,000.00	3,181.73	3,181.73	0.00	23,818.27-	12
100-31-1350	RAILROAD EQUIPMENT	0.00	0.00	3,317.67	3,317.67	0.00	3,317.67	0
100-31-1390	OTHER REVENUES	462.92	0.00	525.74	525.74	0.00	525.74	0
100-31-1500	PROPERTY NOT ON DIGE	176,229.42	125,000.00	84,713.27	84,713.27	0.00	40,286.73-	68
100-31-1600	REAL ESTATE TRANSFER	27,525.64	40,000.00	22,917.86	22,917.86	0.00	17,082.14-	57
100-31-3100	LOST	432,256.71	640,000.00	453,967.04	453,967.04	0.00	186,032.96-	71
100-31-6300	FINANCIAL INSTITUTIO	5,743.00	35,000.00	12,787.00	12,787.00	0.00	22,213.00-	37
100-31-9110	PEN & INT-REAL	144,574.65	150,000.00	114,406.08	114,406.08	0.00	35,593.92-	76
100-31-9500	PEN & INT-FIFA	1,805.00	4,800.00	5,377.34	5,377.34	0.00	577.34	112
100-32-1240	HUNTING CAMP LIC/PER	1,900.00	1,500.00	1,750.00	1,750.00	0.00	250.00	117
100-32-2211	LAND TRANSFER FEE	945.00	1,500.00	1,365.00	1,365.00	0.00	135.00-	91
100-32-2240	MOBILE HOME PERMITS	4,500.00	7,000.00	9,250.00	9,250.00	0.00	2,250.00	132
100-32-2250	ELECTRICAL PERMITS	1,225.00	2,000.00	1,365.00	1,365.00	0.00	635.00-	68
100-32-2992	INSURANCE LAPSE FEES	1,870.00	2,500.00	0.00	0.00	0.00	2,500.00-	0
100-32-4300	TAG PENALITIES & INTE	10,015.99	16,000.00	0.00	0.00	0.00	16,000.00-	0
100-33-1112	DEPUTY VEST GRANT - DOJ TREAS 310	0.00	0.00	3,087.50	3,087.50	0.00	3,087.50	0
100-33-1152	GEMA EMA PARTNERSHIP	7,328.00	7,328.00	0.00	0.00	0.00	7,328.00-	0
100-33-1153	OP CAT FED INDIRECT/FEMA reimbursements	0.00	0.00	31,863.60	31,863.60	0.00	31,863.60	0
100-33-4211	FAMILY CONNECTIONS GRANT	24,734.34	47,505.00	37,427.57	37,427.57	0.00	10,077.43-	79
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)	0.00	0.00	28,510.13	28,510.13	0.00	28,510.13	0
100-33-6000	LOCAL GOVERNMENT-MET	7,906.29	0.00	0.00	0.00	0.00	0.00	0
100-33-6002	DISPATCH METTER SHAR-FY2017 & FY2018	26,666.72	40,000.00	26,666.71	26,666.71	0.00	13,333.29-	67
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEMENT	43,333.36	65,000.00	43,333.36	43,333.36	0.00	21,666.64-	67
100-34-1120	STATE COURT - COMMUNITY SERVICE	1,791.00	3,000.00	1,774.50	1,774.50	0.00	1,225.50-	59
100-34-1190	STATE COURT - JOF	1,050.00	1,400.00	1,350.00	1,350.00	0.00	50.00-	96
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	21,108.36	30,000.00	20,034.70	20,034.70	0.00	9,965.30-	67
100-34-1600	TAVT/Motor Vehicle County Fees	14,502.97	14,000.00	27,005.22	27,005.22	0.00	13,005.22	193
100-34-1601	MAIL FEES	529.00	700.00	0.00	0.00	0.00	700.00-	0
100-34-1930	SALE OF MAPS	134.75	0.00	21.25	21.25	0.00	21.25	0

Board of Commissioners of Candler County
Summary Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
100-34-1940	COMMISSIONS ON TAXES	13,978.43	25,000.00	10,279.33	10,279.33	0.00	14,720.67-	41
100-34-1941	METTER TAX COLLECTIO	3,600.00	5,400.00	3,700.00	3,700.00	0.00	1,700.00-	69
100-34-2100	LAW ENFORCEMENT FEES	13,544.00	18,000.00	12,154.00	12,154.00	0.00	5,846.00-	68
100-34-2200	GBI DRUG ENF-SALARY	13,224.31	38,000.00	16,149.76	16,149.76	0.00	21,850.24-	42
100-34-2201	SCHOOL RESOURCE OFFICER	17,838.30	28,000.00	18,931.20	18,931.20	0.00	9,068.80-	68
100-34-2301	METTER INMATE	0.00	10,000.00	0.00	0.00	0.00	10,000.00-	0
100-34-2600	AMBULANCE FEES	284,912.48	450,000.00	302,547.69	302,547.69	0.00	147,452.31-	67
100-34-2601	SVC FEE AMBULANCE(TA	397,909.68	425,000.00	338,251.71	338,251.71	0.00	86,748.29-	80
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT	1,324.22	0.00	246.85	246.85	0.00	246.85	0
100-34-2900	HOSPITAL DEBT SERVICE FEES	19,413.30	4,000.00	2,102.21	2,102.21	0.00	1,897.79-	53
100-34-4131	RECYLED MATERIALS	3,352.40	4,000.00	3,638.30	3,638.30	0.00	361.70-	91
100-34-4150	TIPPING LANDFILL FEES	65,181.66	80,000.00	52,296.49	52,296.49	0.00	27,703.51-	65
100-34-4151	RESIDENTIAL LDFL USE	366,998.75	415,000.00	324,596.16	324,596.16	0.00	90,403.84-	78
100-34-4152	RECYCLE CTR FEES	297.00	0.00	809.00	809.00	0.00	809.00	0
100-34-4153	INERT LANDFILL FEES	16,292.57	13,000.00	12,618.77	12,618.77	0.00	381.23-	97
100-34-7202	JACK STRICKLAND RENT	7,450.00	6,500.00	2,625.00	2,625.00	0.00	3,825.00-	40
100-34-7205	REC DEPT REGISTRATIO	15,285.00	25,000.00	19,375.00	19,375.00	0.00	5,625.00-	78
100-34-7206	REC DEPT CONCESSIONS	3,140.72	10,000.00	1,222.23	1,222.23	0.00	8,777.77-	12
100-34-7207	REC DEPT SPONSORS	2,542.16	12,000.00	4,316.80	4,316.80	0.00	7,683.20-	36
100-34-7208	FIELD RENTAL	0.00	2,000.00	100.00	100.00	0.00	1,900.00-	5
100-34-7209	REC DEPT ADMISSIONS	2,311.00	3,000.00	2,496.00	2,496.00	0.00	504.00-	83
100-34-7210	REC DEPT TOURNAMENT	765.00	1,000.00	925.00	925.00	0.00	75.00-	92
100-35-1110	SUPERIOR COURT FINES	2,724.81	4,000.00	1,107.50	1,107.50	0.00	2,892.50-	28
100-35-1120	STATE COURT FINES	133,706.83	200,000.00	115,954.63	115,954.63	0.00	84,045.37-	58
100-35-1130	MAGISTRATE COURT	24,493.00	35,000.00	22,816.00	22,816.00	0.00	12,184.00-	65
100-35-1150	PROBATE COURT	17,040.00	25,000.00	15,520.60	15,520.60	0.00	9,479.40-	62
100-35-1300	CONFISCATIONS/FORFEITURES	25,996.49	0.00	0.00	0.00	0.00	0.00	0
100-35-1401	STATE/SUPERIOR CT ADD ON FEE-JAIL FUND	14,653.94	26,000.00	12,614.62	12,614.62	0.00	13,385.38-	49
100-35-1402	MUNI COURT ADD ON FEE-JAIL FUND	4,123.26	5,000.00	13,189.13	13,189.13	0.00	8,189.13	264
100-35-1408	JUVE COURT ADD ON FEE	183.00-	400.00	280.00	280.00	0.00	120.00-	70
100-35-1901	PUBLIC DEFENDER FEES	860.79	1,000.00	167.00	167.00	0.00	833.00-	17
100-36-1001	INTEREST INCOME	21,174.36	25,000.00	21,727.56	21,727.56	0.00	3,272.44-	87
100-36-1002	INTEREST INCOME - LANDFILL CD	0.00	30,000.00	0.00	0.00	0.00	30,000.00-	0
100-37-1120	HEALTH GRANT ACCG	750.00	1,500.00	750.00	750.00	0.00	750.00-	50
100-38-9001	MISC SALE OF PIPE	12,060.77	15,000.00	5,819.30	5,819.30	0.00	9,180.70-	39
100-38-9003	MISC TAX COMM FICA	6,121.81	6,100.00	5,949.70	5,949.70	0.00	150.30-	98
100-38-9005	MISCELLANEOUS	7,107.53	0.00	6,400.62	6,400.62	0.00	6,400.62	0
100-38-9006	INSURANCE PROCEEDS	19,638.07	0.00	9,349.34	9,349.34	0.00	9,349.34	0
100-38-9007	MISC SALE OF SIGNS	0.00	0.00	58.00	58.00	0.00	58.00	0
100-38-9999	CANCEL PRIOR YEAR EXPENSE	0.00	0.00	7,159.91	7,159.91	0.00	7,159.91	0

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
100-39-1800	FUND BALANCE USE	0.00	228,769.44	0.00	0.00	0.00	228,769.44	0
	General Fund Revenue Total	5,852,813.59	7,400,202.44	5,601,234.18	5,601,234.18	0.00	1,798,968.26	75
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
100-1100-	LEGISLATIVE	31,563.10	48,650.00	33,616.89	33,616.89	0.00	15,033.11	69
100-1300-	EXECUTIVE	141,303.30	201,219.77	131,585.05	131,585.05	0.00	69,634.72	65
100-1400-	ELECTIONS & VOTER REGISTRATION	64,996.88	89,567.34	42,502.74	42,502.74	0.00	47,064.60	47
100-1510-	ADMINISTRATION	348,703.72	394,200.83	309,901.20	309,901.20	0.00	84,299.63	79
100-1514-	BOARD OF EQUILIZATION:	3,629.70	6,700.00	3,288.27	3,288.27	0.00	3,411.73	49
100-1535-	INFORMATION TECHNOLOGY:	0.00	186,587.00	113,517.93	113,517.93	0.00	73,069.07	61
100-1545-	TAX COMMISSIONER	162,719.76	241,429.31	175,395.75	175,395.75	0.00	66,033.56	73
100-1550-	TAX ASSESSOR	156,409.60	234,354.63	127,315.88	127,315.88	0.00	107,038.75	54
100-1565-	PUBLIC BUILDINGS	60,002.29	235,568.00	152,412.76	152,412.76	0.00	83,155.24	65
100-2150-	SUPERIOR COURT	137,425.31	206,200.34	138,204.77	138,204.77	0.00	67,995.57	67
100-2180-	CLERK OF COURT	109,196.04	169,568.87	111,171.45	111,171.45	0.00	58,397.42	66
100-2300-	STATE COURT	72,503.14	114,245.34	75,764.45	75,764.45	0.00	38,480.89	66
100-2400-	MAGISTRATE COURT	57,928.67	86,685.70	56,716.15	56,716.15	0.00	29,969.55	65
100-2450-	PROBATE COURT	78,446.80	124,627.09	84,040.72	84,040.72	0.00	40,586.37	67
100-3300-	SHERIFF	746,436.72	1,252,292.47	784,209.30	784,209.30	0.00	468,083.17	63
100-3326-	DETENTION CENTER	448,991.17	617,216.01	405,500.83	405,500.83	0.00	211,715.18	66
100-3600-	EMERGENCY MEDICAL SERVICES	671,026.75	1,058,852.55	667,958.08	667,958.08	0.00	390,895.47	66

Board of Commissioners of Candler County
Summary Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
100-3700-	CORONER	11,274.05	11,893.53	9,081.38	9,081.38	0.00	2,812.15	76
100-3920-	EMERGENCY MANAGEMENT ASSOCIATION	16,370.10	9,590.47	6,881.33	6,881.33	0.00	2,709.14	72
100-4200-	ROADS & BRIDGES	572,276.37	961,878.83	608,187.05	608,187.05	0.00	353,691.78	63
100-4520-	COLLECTIONS	15,324.63	24,065.46	14,952.22	14,952.22	0.00	9,113.24	62
100-4530-	SOLID WASTE DISPOSAL	224,880.46	451,581.61	255,991.97	255,991.97	0.00	195,589.64	57
100-5550-	FAMILY CONNECTIONS:	31,261.68	48,000.00	32,030.63	32,030.63	0.00	15,969.37	67
100-7130-	AGRICULTURAL RESOURCES	39,551.29	85,461.83	32,679.59	32,679.59	0.00	52,782.24	38
100-7450-	CODE ENFORCEMENT	7,252.93	11,033.00	7,176.64	7,176.64	0.00	3,856.36	65
100-7460-	RECREATION DEPARTMENT	186,477.47	268,890.45	172,196.50	172,196.50	0.00	96,693.95	64
100-8000-	DEBT SERVICES:	184,789.28	25,000.00	12,500.00	12,500.00	0.00	12,500.00	50
100-9000-	OTHER DEPARTMENTS	1,555,846.70	260,836.00	83,655.24	83,655.24	0.00	177,180.76	32
	General Fund Expend Total	6,136,587.91	7,426,197.43	4,648,434.77	4,648,434.77	0.00	2,777,762.66	63

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
100	General Fund	5,852,813.59	5,601,234.18	5,601,234.18	6,136,587.91	4,648,434.77	4,648,434.77	952,799.41

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
	Final Total	5,852,813.59	5,601,234.18	5,601,234.18	6,136,587.91	4,648,434.77	4,648,434.77	952,799.41

Board of Commissioners of Candler County
Summary Statement of Revenue and Expenditures

Revenue Account Range: 270-00-0000 to 270-99-9999 to 270-99-9999
 Expend Account Range: 270-0000-00-0000 to 270-9999-99-9999
 Print Zero YTD Activity: No
 Include Non-Anticipated: Yes
 Include Non-Budget: No
 Year To Date As Of: 02/29/20
 Current Period: 07/01/19 to 02/29/20
 Prior Year: 07/01/18 to 02/28/19

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
270-31-1350	RAILROAD EQUIPMENT	0.00	5,000.00	2,523.73	2,523.73	0.00	2,476.27-	50
270-31-1750	FRANCHISE TAX-TELEVI	27,008.25	52,000.00	38,321.99	38,321.99	0.00	13,678.01-	74
270-31-4200	ALCOHOL BEVERAGE EXC	54,963.72	90,000.00	66,152.44	66,152.44	0.00	23,847.56-	74
270-31-6200	INSURANCE PREMIUM TAX	426,254.64	420,000.00	460,489.28	460,489.28	0.00	40,489.28	110
270-32-1100	ALCOHOLIC BEVERAGE LICENSE	13,500.00	13,500.00	13,860.00	13,860.00	0.00	360.00	103
270-32-1200	GENERAL BUSINESS LICENSE	3,900.00	3,700.00	5,700.00	5,700.00	0.00	2,000.00	154
270-32-2230	SIGN PERMITS	100.00	0.00	0.00	0.00	0.00	0.00	0
270-34-4110	REFUSE COLLECTION CHARGE	248,707.36	275,000.00	266,691.25	266,691.25	0.00	8,308.75-	97
270-36-1001	INTEREST INCOME	1,909.16	3,500.00	4,145.46	4,145.46	0.00	645.46	118
270-39-1100	TRANSFER IN FROM GENERAL FUNDS	183,331.90	0.00	0.00	0.00	0.00	0.00	0
	Special Service District Revenue Total	959,675.03	862,700.00	857,884.15	857,884.15	0.00	4,815.85-	99

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
270-1510-	ADMINISTRATION	0.00	0.00	69.73	69.73	0.00	69.73-	0
270-4520-	COLLECTIONS	181,213.10	350,000.00	216,354.24	216,354.24	0.00	133,645.76	62
270-7410-	ZONING	0.00	0.00	318.50	318.50	0.00	318.50-	0
270-7450-	CODE ENFORCEMENT	0.00	11,058.00	0.00	0.00	0.00	11,058.00	0
270-9000-	OTHER DEPARTMENTS	317,967.84	471,760.50	316,283.34	316,283.34	0.00	155,477.16	67
	Special Service District Expend Total	499,180.94	832,818.50	533,025.81	533,025.81	0.00	299,792.69	64

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
270	Special Service District	959,675.03	857,884.15	857,884.15	499,180.94	533,025.81	533,025.81	324,858.34

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
	Final Total	959,675.03	857,884.15	857,884.15	499,180.94	533,025.81	533,025.81	324,858.34

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Revenue Account Range: 320-00-0000 to 320-99-9999 Year To Date AS Of: 03/02/20
 Expend Account Range: 320-0000-00-0000 to 320-9999-99-9999 Current Period: 03/01/20 to 03/02/20
 Print Zero YTD Activity: No Prior Year: 03/01/19 to 03/02/19

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
320-31-3208	2018 SPLOST (Distribution 80%)	424,886.92	0.00	0.00	0.00	0.00	0.00	0
320-31-3209	2018 SPLOST (Hospital 20%)	154,382.13	0.00	0.00	0.00	0.00	0.00	0
320-31-3210	2018 SPLOST (Metter 40%)	140,014.54	0.00	0.00	0.00	0.00	0.00	0
320-31-3211	2018 SPLOST (Pulaski 4%)	14,001.44	0.00	0.00	0.00	0.00	0.00	0
320-36-1003	INTEREST INC 2011 SP	0.00	4,000.00	0.00	3,005.55	0.00	994.45-	75
320-36-1005	INTEREST INC 2018 SP	1,512.98	0.00	0.00	0.00	0.00	0.00	0
320-36-1006	INTEREST INC 2018 SPLOST Hospital 20%	78.31	0.00	0.00	0.00	0.00	0.00	0
	Fund 320 Revenue Total	734,876.32	4,000.00	0.00	3,005.55	0.00	994.45-	75

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
320-1510-00-0000	FINANCIAL ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
320-1510-53-1600	SMALL EQUIPMENT	0.00	0.00	0.00	1,627.41	0.00	1,627.41-	0
320-1510-54-3001	ADMINISTRATION CAPITAL - CODIFICATION	0.00	12,000.00	0.00	0.00	0.00	12,000.00	0
320-1535-54-2401	CAPITAL OUTLAYS - IT - WINDOWS UPGRADE	0.00	22,430.29	0.00	22,430.29	0.00	0.00	100
320-1550-54-3001	TAX ASSESSOR CAPITAL - AERIAL PHOTO	0.00	7,638.61	0.00	0.00	0.00	7,638.61	0
320-1565-54-1301	PUBLIC BUILDING - COURTHOUSE	0.00	13,089.47	0.00	3,654.89	0.00	9,434.58	28
320-1565-54-2301	PUBLIC BUILDING - FURNITURE & FIXTURES	0.00	2,789.00	0.00	1,165.76	0.00	1,623.24	42
320-3300-54-1301	SHERIFF CAPITAL - BUILDINGS & IMPROVEMEN	0.00	7,880.00	0.00	7,580.00	0.00	300.00	96
320-3300-54-2400	PUBLIC SAFETY RADIOS	244,051.01	0.00	0.00	629.50	0.00	629.50-	0
320-3326-00-0000	JAIL OPERATIONS:	0.00	0.00	0.00	0.00	0.00	0.00	0
320-3500-54-2001	METTER FIRE CAPITAL EXPENDITURES	0.00	24,280.00	0.00	4,482.25	0.00	19,797.75	18
320-3600-00-0000	EMERGENCY MEDICAL SERVICES (EMS):	0.00	0.00	0.00	0.00	0.00	0.00	0
320-3600-54-2101	EMS CAPITAL - EQUIPMENT	0.00	7,200.00	0.00	0.00	0.00	7,200.00	0
320-4200-00-0000	PUBLIC WORKS:	0.00	0.00	0.00	0.00	0.00	0.00	0
320-4200-53-1600	SMALL EQUIPMENT	0.00	0.00	0.00	910.10	0.00	910.10-	0
320-4963-00-0000	Metter SPLOST	0.00	0.00	0.00	0.00	0.00	0.00	0
320-4963-57-1094	2018 SPLOST METTER 40%	178,016.11	0.00	0.00	0.00	0.00	0.00	0
320-4964-00-0000	PULASKI SPLOST:	0.00	0.00	0.00	0.00	0.00	0.00	0
320-4964-57-1094	2018 SPLOST PULASKI 4%	17,801.60	0.00	0.00	0.00	0.00	0.00	0
320-4965-00-0000	RECREATIONAL DEPT:	0.00	0.00	0.00	0.00	0.00	0.00	0
320-4965-54-1200	IMPROVEMENTS	0.00	0.00	0.00	2,160.00	0.00	2,160.00-	0
320-4967-00-0000	COUNTY 2011 SPLOST:	0.00	0.00	0.00	0.00	0.00	0.00	0
320-4967-53-1101	GENERAL SUPPLIES	0.00	0.00	0.00	5,891.27	0.00	5,891.27-	0
320-4968-00-0000	2018 SPLOST (Hospital 20%)	0.00	0.00	0.00	0.00	0.00	0.00	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
320-4968-57-1094	2018 SPLOST (Hospital 20%)	133,206.42-	0.00	0.00	0.00	0.00	0.00	0
320-7460-00-0000	RECREATION DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0
320-7460-54-1201	REC DEP CAPITAL - IRRIGATION	0.00	15,000.00	0.00	12,800.00	0.00	2,200.00	85
320-7460-54-1203	REC DEP CAPITAL-STRICKLAND BLD PAINT INT	0.00	0.00	0.00	785.00	0.00	785.00-	0
320-7460-54-1204	REC DEP CAPITAL - TILE BATHROOM	0.00	0.00	0.00	2,700.00	0.00	2,700.00-	0
320-8000-00-0000	DEBT SERVICE:	0.00	0.00	0.00	0.00	0.00	0.00	0
320-8000-58-1300	DEBT SERVICE PRINCIP	0.00	108,625.64	0.00	108,625.64	0.00	1.00-	100
	Fund 320 Expend Total	573,075.14-	220,933.01	0.00	175,443.11	0.00	45,489.90	79

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
320		734,876.32-	0.00	3,005.55	573,075.14-	0.00	175,443.11	172,437.56-

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Fund Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
Final Total	734,876.32-	0.00	3,005.55	573,075.14-	0.00	175,443.11	172,437.56-

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Fund Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
Final Total	734,876.32	0.00	931,557.22	573,075.14	0.00	761,204.17	170,353.05

Revenue Account Range: 335-00-0000 to 335-99-9999 Include Non-Anticipated: Yes Year To Date As Of: 03/02/20
 Expend Account Range: 335-0000-00-0000 to 335-9999-99-9999 Include Non-Budget: No Current Period: 03/01/20 to 03/02/20
 Print Zero YTD Activity: No Prior Year: 03/01/19 to 03/02/19

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
335-31-3204	TIA SPLOST	0.00	225,000.00	0.00	183,218.58	0.00	41,781.42-	81
335-31-3205	GDOT	0.00	0.00	0.00	103,277.75	0.00	103,277.75	0
335-36-1004	INTEREST INC TIA SPL	0.00	6,000.00	0.00	7,128.32	0.00	1,128.32	119
	Fund 335 Revenue Total	0.00	231,000.00	0.00	293,624.65	0.00	62,624.65	127

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
335-4968-00-0000	2012 TIA SPLOST:	0.00	0.00	0.00	0.00	0.00	0.00	0
335-4968-52-1204	ENGINEERING	0.00	50,000.00	0.00	18,250.00	0.00	31,750.00	36
335-4968-54-1001	LAND ACQUISITION	0.00	0.00	0.00	5,209.00	0.00	5,209.00-	0
335-4968-54-1400	MISC TIA DISCRETIONARY-ROADS	0.00	0.00	0.00	1,000.00	0.00	1,000.00-	0
335-4968-54-1401	CANOCHEE PIPE REPAIR	0.00	150,000.00	0.00	136,682.55	0.00	13,317.45	91
335-4968-54-1402	2019 LMIG 10% MATCH	0.00	228,048.45	0.00	105,131.08	0.00	122,917.37	46
335-4968-54-1403	2020 LMIG 10% MATCH	0.00	43,000.00	0.00	550.00	0.00	42,450.00	1
335-4968-54-1404	2019 LMIG SAP 10% MATCH	0.00	0.00	0.00	2,505.00	0.00	2,505.00-	0
	Fund 335 Expend Total	0.00	471,048.45	0.00	269,327.63	0.00	201,720.82	57

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
335		0.00	0.00	293,624.65	0.00	0.00	269,327.63	24,297.02

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
	Final Total	0.00	0.00	293,624.65	0.00	0.00	269,327.63	24,297.02

	FY2019	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 110,246.13	\$ 22,049.23	\$ 88,196.90	\$ 35,278.76	\$ 3,527.88	\$ 49,390.27
August	\$ 114,954.34	\$ 22,990.87	\$ 91,963.47	\$ 36,785.39	\$ 3,678.54	\$ 51,499.54
September	\$ 109,679.12	\$ 21,935.82	\$ 87,743.30	\$ 35,097.32	\$ 3,509.73	\$ 49,136.25
October	\$ 109,731.74	\$ 21,946.35	\$ 87,785.39	\$ 35,114.16	\$ 3,511.42	\$ 49,159.82
November	\$ 119,386.08	\$ 23,877.22	\$ 95,508.86	\$ 38,203.55	\$ 3,820.35	\$ 53,484.96
December	\$ 105,842.93	\$ 21,168.59	\$ 84,674.34	\$ 33,869.74	\$ 3,386.97	\$ 47,417.63
January	\$ 106,437.84	\$ 21,287.57	\$ 85,150.27	\$ 34,060.11	\$ 3,406.01	\$ 47,684.15
February	\$ 105,878.56	\$ 21,175.71	\$ 84,702.85	\$ 33,881.14	\$ 3,388.11	\$ 47,433.59
March	\$ 99,434.97	\$ 19,886.99	\$ 79,547.98	\$ 31,819.19	\$ 3,181.92	\$ 44,546.87
April	\$ 117,339.34	\$ 23,467.87	\$ 93,871.47	\$ 37,548.59	\$ 3,754.86	\$ 52,568.02
May	\$ 112,543.87	\$ 22,508.77	\$ 90,035.10	\$ 36,014.04	\$ 3,601.40	\$ 50,419.65
June	\$ 113,404.60	\$ 22,680.92	\$ 90,723.68	\$ 36,289.47	\$ 3,628.95	\$ 50,805.26
Totals	\$ 1,324,879.52	\$ 264,975.90	\$ 1,059,903.62	\$ 423,961.45	\$ 42,396.14	\$ 593,546.02

\$ 1,333,333.00
99.37%

	FY2020	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 114,653.18	\$ 22,930.64	\$ 91,722.54	\$ 36,689.02	\$ 3,668.90	\$ 51,364.62
August	\$ 119,730.47	\$ 23,946.09	\$ 95,784.38	\$ 38,313.75	\$ 3,831.38	\$ 53,639.25
September	\$ 111,955.15	\$ 22,391.03	\$ 89,564.12	\$ 35,825.65	\$ 3,582.56	\$ 50,155.91
October	\$ 115,002.35	\$ 23,000.47	\$ 92,001.88	\$ 36,800.75	\$ 3,680.08	\$ 51,521.05
November	\$ 130,021.03	\$ 26,004.21	\$ 104,016.82	\$ 41,606.73	\$ 4,160.67	\$ 58,249.42
Nov Pro Rata	\$ 383.45	\$ 76.69	\$ 306.76	\$ 122.70	\$ 12.27	\$ 171.79
December	\$ 108,558.04	\$ 21,711.61	\$ 86,846.43	\$ 34,738.57	\$ 3,473.86	\$ 48,634.00
January	\$ 116,297.21	\$ 23,259.44	\$ 93,037.77	\$ 37,215.11	\$ 3,721.51	\$ 52,101.15
February	\$ 109,385.13	\$ 21,877.03	\$ 87,508.10	\$ 35,003.24	\$ 3,500.32	\$ 49,004.54
March	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 925,986.01	\$ 185,197.20	\$ 740,788.81	\$ 296,315.52	\$ 29,631.55	\$ 414,841.73

69.45%

Exhibit C



SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000162694
Contract Modifier:


Date: 9-SEP-2019

Company Name: Candler, County of
Attn.:
Billing Address: 1015 E HIAWATHA ST
City, State, Zip Code: METTER, GA, 30439
Customer Contact: Justin Wells
Phone: 912-685-2568

P.O.#: N/A
Customer #: 1036882638
Bill to Tag#:
Contract Start Date: 01-NOV-2019
Contract End Date: 31-OCT-2021
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services ***** SUA II 2 year Agreement		\$25,198.40
			Sub Total	\$25,198.40
			Taxes	\$0.00
			Grand Total	\$25,198.40
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.


Administrator
3/3/2020
 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

Candler County - Bryan Asheim
CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE) TITLE DATE

SUAI Agreement

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

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through C will be resolved in their listed order.

Exhibit A	Motorola Software License Agreement
Exhibit B	SUA Statement of Work dated May __, 2019
Exhibit C	Payment Schedule

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. Motorola specifically acknowledges that Customer is subject to Georgia's Open Records Act, O.C.G.A. § 50-18-70, et seq., which takes legal precedence over the terms of this Agreement. To the extent Motorola seeks to protect its confidential material, it will follow the procedure set forth at O.C.G.A. § 50-18-72(a)(34).

2.2. "Effective Date" means that date upon which the last Party executes this Agreement.

2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.6. "Non-Motorola Software" means Software that another party owns.

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

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

Software whether made by Motorola or another party.

2.9 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.10 "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF SERVICES AND TERM

4.1. **SCOPE OF WORK.** Motorola will provide the Services described in this Agreement and Exhibit B. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this contract. Customer plans to appropriate according to the Exhibit C Payment Schedule and payments can be processed solely against this Agreement.

4.2. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or Services to be provided by Motorola, if the substitute meets or exceeds the specifications described in Exhibit B, and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

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

4.4. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.5. **INTRINSICALLY SAFE EQUIPMENT.** Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for ten (10) years.

Section 5 EXCLUDED SERVICES

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium. The SUA Statement of Work also includes various exclusions and limitations on the services.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$25,198.40. The Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software, and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to Software will not pass to Customer at any time.

Section 8 WARRANTY

SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS

ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT/TERMINATION

9.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

9.3. **UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the 10% discount applied to the last three (3) years of System Upgrade payments for the original Term.

9.4. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 10 LIMITATION OF LIABILITY

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

Section 11 EXCLUSIVE TERMS AND CONDITIONS

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 12 CONFIDENTIALITY

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

12.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

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

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

Section 13 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment,

Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 DISPUTES

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

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

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

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

15.4 **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.5 **CONFIDENTIALITY.** All communications pursuant to subsections 14.2 and 14.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 16 GENERAL

16.1 **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

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

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

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

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

16.7 **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre, Sr. Counsel
Legal, Government Affairs & Corporate Communications
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

Customer
Attn: _____

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

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

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

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

16.13 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.2 (Disclaimer of Implied Warranties); Section 10 (Limitation of Liability); and Section 12 (Confidentiality); Section 13 (Preservation of Motorola Proprietary Right; Section 15 (Disputes); and all of the General provisions in Section 16.

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

Motorola Solutions, Inc.

Customer: Candler County

By: _____

By:  _____

Name: _____

Name: BRIAN AASHEIM

Title: _____

Title: ADMINISTRATOR

Date: _____

Date: 3/3/2020

Exhibit A**SOFTWARE LICENSE AGREEMENT**

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

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is license Candler County need for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

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

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

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

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

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

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products

to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

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

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

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

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

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

Exhibit B**Motorola's Proposal dated May _____, 2019****STATEMENT OF WORK****ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)****1.0 Description of Service and Obligations**

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUAII requires the Customer to choose a certified system upgrade path from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - 1.6.1 Servers
 - 1.6.2 Workstations
 - 1.6.3 Firewalls
 - 1.6.4 Routers
 - 1.6.5 LAN switches

- 1.6.6 MCC 7XXX Dispatch Consoles
 - 1.6.7 GTR8000 Base Stations
 - 1.6.8 GCP8000 Site Controllers
 - 1.6.9 GCM8000 Comparators
 - 1.6.10 Motorola Solutions Logging Interface Equipment
 - 1.6.11 PBX switches for Telephone Interconnect
 - 1.6.12 NICE and Verint Logging Solutions (if purchased)
- 1.7 Product programming software such as Radio Service Software (“RSS”), Configuration Service Software (“CSS”), and Customer Programming Software (“CPS”) are also covered under this SUA II.
- 1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
- 1.10.1 Servers
 - 1.10.2 Workstations
 - 1.10.3 Routers
 - 1.10.4 LAN Switches
- 1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:
- 1.11.1 GTR 8000 Base Stations
 - 1.11.2 GCP 8000 Site Controllers
 - 1.11.3 GCM 8000 Comparators
 - 1.11.4 MCC 7XXX Dispatch Consoles
- 1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented

concurrent with the certified system upgrade are not included.

- 1.14 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
 - 1.14.1 Review infrastructure system audit data as needed.
 - 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.14.5 Program management support required to perform the certified system upgrade.
 - 1.14.6 Field installation labor required to perform the certified system upgrade.
 - 1.14.7 Upgrade operations engineering labor required to perform the certified system upgrade.
- 1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.17 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
 - 2.1.1 Motorola responsibilities
 - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
 - 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 2.1.1.5 Inform Customer of high speed internet connection requirements.
 - 2.1.1.6 Assign program management support required to perform the certified system upgrade.
 - 2.1.1.7 Assign field installation labor required to perform the certified system upgrade.
 - 2.1.1.8 Assign upgrade operations engineering labor required to perform the certified system upgrade.
 - 2.1.1.9 Deliver release impact and change management training to the primary zone

core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

- 2.1.2 Customer responsibilities
 - 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
 - 2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix C. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
 - 2.1.2.3 Assist in site walks of the system during the system audit when necessary.
 - 2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
 - 2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
 - 2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.
 - 2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

- 2.2.1 Motorola responsibilities
 - 2.2.1.1 Perform appropriate system backups.
 - 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
 - 2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.
- 2.2.2 Customer responsibilities
 - 2.2.2.1 Validate system maintenance is current.
 - 2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

- 2.3.1 Motorola responsibilities
 - 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

- 2.3.2 Customer responsibilities
 - 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
 - 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

- 2.4.1 Motorola responsibilities
 - 2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.
 - 2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
 - 2.4.1.3 Obtain upgrade completion sign off from the customer.
- 2.4.2 Customer Responsibilities
 - 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
 - 2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
 - 2.4.2.3 Provide Motorola with upgrade completion sign off.

3.0 Exclusions and Limitations

- 3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
 - MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software ("PSA")
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as microwave terminals and association multiplex equipment

- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when

purchased directly from a third party, unless specifically included in this SOW.

- 3.4 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).
- 3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4.0 Special provisions

- 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Upgrade to Current Shipping Release
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.1 or A2019.2

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	0
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	1
Repeaters/Stations (FDMA)	4
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	0
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	0
Conventional Channel Gateways (CCGW)	0
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	1
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0

Appendix C – High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - o Port availability must meet or exceed 99.9% (three nines)
 - o Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - o Packet loss shall be no greater than 0.3%
 - o Network jitter shall be no greater than 2 ms

Exhibit C**PAYMENT SCHEDULE**

Year 1 - \$12,597.00

Year 2 - \$12,601.40

Total - \$25,198.40

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: CANDLER

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:



Chief Executive Officer - Signature

GLYN THRIFT

Chief Executive Officer – Print Name

County/Municipality: CANDLER

Date: _____ / _____ / _____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name


Date: _____ / _____ / _____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for CANDLER (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

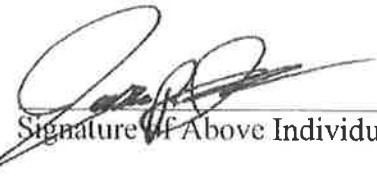
BRYAN AASHEIM
Print Name

ADMINISTRATOR
Job Title/Position


Signature of Above Individual

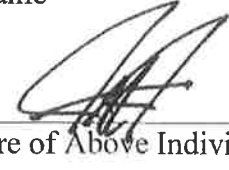
JUSTIN WELLS
Print Name


ASST. EMA DIRECTOR
Job Title/Position


Signature of Above Individual

JOHN MILES
Print Name

EMA DIRECTOR
Job Title/Position


Signature of Above Individual


Chief Executive Officer - Signature

Date: 3 / 2 / 2020

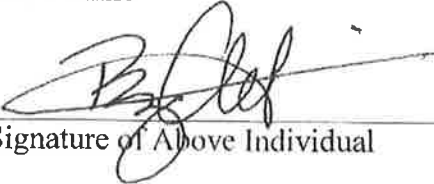
GLYN THRIFT
Chief Executive Officer - Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for CANDLER
(county/municipality) for the purpose of reimbursement sought for mutual aid:

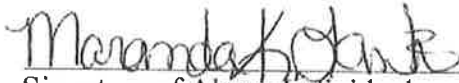
BRYAN AASHEIM
Print Name

ADMINISTRATOR
Job Title/Position


Signature of Above Individual

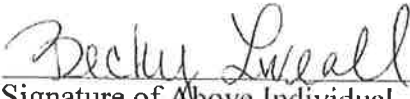
MARANDA KEULIG LANK
Print Name


COUNTY CLERK
Job Title/Position


Signature of Above Individual

BECKY LOVALL
Print Name

PUBLIC WORKS/EMA CLERK
Job Title/Position


Signature of Above Individual


Chief Executive Officer - Signature

Date: 3 / 3 / 2020

Glyn Thrift
Chief Executive Officer - Print Name

CANDLER COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM: County Administrator's Report

DATE: March 2, 2020

- 1) **Census 2020 – Candler County Complete County Committee** – Events are currently planned for April 1st (Census Day) and April 4th (Recreation Dept. Opening Day) to try to educate about the census and facilitate completion by residents.
- 2) **Hwy 121 Connector** – GDOT has recommended that the local government submit a funding request package to GDOT for the 121 Connector.
- 3) **FY 2019 LMIG Safety Action Plan** –
 - We have authorized EMC to engage Middle Georgia Signs for the speed limit sign placement and removal of old signs
 - We will bid out the striping portion of the project in conjunction with the 2020 LMIG bids in order to get the best pricing available.
 - Project meeting on February 27th with Middle Georgia Signs prior to sign installation.
- 4) **2020 TIA (Band 3) – St. Matthew's Church Rd** –
 - County Attorney continues to work with residents on ROW acquisition.
- 5) **2020 TIA (Band 3) – Eden Church Rd** –
 - Received letter from GDOT dated November 18, 2019 approving local project delivery.
 - We have received a conditional NTP for engineering to begin.
- 6) **Canoochee Rd Repair** – Project is complete.
 - We are still waiting for the contractor to complete the punch list items.
- 7) **FY2019 LMIG - Stillmore Highway** –
 - Project is complete and ready for punch list review;
 - Hwy 46 decorative driveway still needs to be cleaned, EMC is aware and working on it with vendor;
 - Outstanding pay requests: \$102,918.55 (TIA Funds)
 - Project Expense vs. Budget: \$575,956.30 - \$608,800 = \$32,843.70 under budget
- 8) **FY2020 LMIG** – Projects selected were MacWac Rd and Covey Rd.
 - Application was sent to DOT and was approved
 - We receive funding of \$468,389.20 on November 6th.
 - Project will be bid in Spring 2020
- 9) **TSPLOST2** –
 - Projects were selected on 9/27/19.
 - EMC is working on inputting projects into the HOGARC web portal

CANDLER COUNTY BOARD OF COMMISSIONERS

- Deadline is 10/31/2019
- Current local projects estimated to be \$293,680 over budget
- HOGARC TSPLOST 2 Executive Committee continues to meet to discuss projects.
- EMC Engineering had conversations with Brent Mosely regarding our project estimates and we are all on the same page regarding our requested project funding levels.

10) 25 Daniel St –

- I have approved the construction plans and design choices for the building. I am waiting on initial pricing estimates from BAK in order to determine if funding levels are sufficient.
- I am still working with TLC on finding space. On February 10, the City of Metter tabled a request from TLC to allow them to use space at the Lytell St. building pending further research.

11) Georgia Tele-Court Initiative

- The Superior Court provided a presentation of a court video system which would allow prisoners in State incarceration to appear in court for some items via video.
- The system has an initial cost of \$13,086.40 (including installation) and an estimated annual cost of \$4,469 (when warranty is included).
- The Court system believes that this will reduce the cost to the Sheriff's office for transportation of prisoners from state facilities to the local court. It will also increase security by reducing transports.

Hospital Authority

Loan Information:

Balance:	\$1,955,756.10
Payment:	\$35,076.30
Rate:	5.25%
Last Principal Paid:	\$26,127.92
Last Interest Paid:	\$8,948.38
20% SPLOST funds for Hospital:	\$360.50
1 Mill tax levy for Hospital:	\$273,900.72

Financial Summary:

	<u>January, 2020</u>	<u>December, 2019</u>
Cash & Equivalents	1,999,949	701,328
Net Patient Receivables	2,248,377	2,64,125
Accounts Payable – Trade	4,235,713	4,204,888
Total Current Liabilities	6,369,398	6,378,417
Long Term Debt	4,399,132	3,926,834
Fund Balance	(2,514,087)	(5,125,548)
		<u>Year to Date</u>
Net Income (Loss) From Operations*	104,674	104,674

CANDLER COUNTY BOARD OF COMMISSIONERS

Non-Operating Income (HEART, etc.)	43,474	43,474
Excess Revenue over Expenses	148,750	148,750

*The hospital has shown 4 consecutive months with net income from operations being positive.