

AGENDA
REGULAR MEETING
5:00 P.M.
Monday, March 21, 2022

1. Call to Order
2. Invocation and *Pledge of Allegiance*
3. Approval of Agenda
4. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
5. Application for Commission approval, permit, or variance –
6. Old Business
 - a. Consideration of revocation of business license #22-140 issued to Cobbtown Acres, owner John Vedder
7. New Business
 - a. Consideration of a memorandum of understanding (MOU) between multiple parties and Candler County EMS to participate in the Region 9 Disaster Assistance Response Taskforce (DART)
 - b. Consideration of an agreement with UGA Extension and Evans County to cost share a family services position in the county extension office and verification of budgeted salary cost share
 - c. Consideration of a No Term Non- Exclusive SaaS Agreement with Government Window for credit card transaction processing for county offices
 - d. Consideration of a proposed Courthouse Facilities Use Agreement
 - e. Consideration of a proposed amendment to the Strickland Building Rental Contract
 - f. Consideration of a proposal from BAK Builders LLC for CM services to install poles and lights at the Recreation Department for \$85,970.00
8. Report from Chairman
9. Report from County Administrator
10. Report from Attorney
11. Reports from Commissioners
12. Executive Session
13. Adjournment

Board of Commissioners of Candler County
Regular Meeting
March 21, 2022
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, March 21, 2022, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Glyn Thrift presided with Vice-Chairman Brad Jones, Commissioners Gregory Thomas, David Robinson and Blake Hendrix in attendance. County Administrator Bryan Aasheim & County Attorney Kendall Gross were in attendance.

This meeting was offered via teleconference to the public. The Metter Advertiser was notified of the meeting.

Citizens present at the meeting included Jerri Goodman, Metter Advertiser and Alanda Sikes, Magistrate Court Clerk.

Call to Order

Chairman Thrift called the meeting to order at 5:01p.m.

Invocation and Pledge of Allegiance

Chairman Thrift called on Commissioner Thomas to provide the invocation and lead the *Pledge of Allegiance*.

Approval of the Agenda

Commissioner Robinson made a motion to strike item 6.a. from the agenda and to approve as amended. Commissioner Hendrix provided the second to the motion. The motion carried 5-0.

Citizens who wish to address the Commission-

There were no citizens present to address the commission.

Application for Commission approval, permit, or variance-

There was no action under this item.

Old Business

There was no action under this item.

New Business

Consideration of a memorandum of understanding (MOU) between multiple parties and Candler County EMS to participate in the Region 9 Disaster Assistance Taskforce (DART)

Chairman Thrift made a motion to approve the MOU as presented. Commissioner Hendrix provided the second to the motion. The motion carried 5-0. (Exhibit A)

Consideration of an agreement with UGA Extension and Evans County to cost share a family services position in the county extension office and verification of budgeted salary cost share.

Commissioner Robinson made a motion to enter into a cost share agreement with Evans County and to execute the salary verification. Commissioner Thomas provided the second to the motion. The motion carried 5-0. (Exhibit B)

Consideration of a No Term Non-Exclusive SaaS Agreement with Government Window for credit card transaction processing for county offices

Vice-Chairman Jones made a motion to approve the SaaS Agreement with Government Window. Commissioner Thomas provided the second to the motion. The motion carried 5-0. (Exhibit C)

Consideration of a proposed Courthouse Facilities Use Agreement

Chairman Thrift made a motion to approve the Courthouse Facilities Use Agreement with amendments to section IV and V. Commissioner Robinson provided the second to the motion.

During discussion of the amendments, County Attorney Gross stated that he had concerns about the Commission adopting a use agreement for the Courthouse without consulting the Sheriff since the building is, by law, secured by the Sheriff.

Following this discussion Chairman Thrift rescinded his motion for approval and Commissioner Robinson rescinded his second.

Vice-Chairman Jones made a motion to table the agreement to the next meeting. Commissioner Robinson provided the second to the motion. The motion passed 5-0.

Consideration of an amendment to the Strickland Building Rental Contract

Aasheim reviewed the proposed rental agreement which increased the amount of the security deposit to \$500.00 and limited the rental hours to 9:00 a.m. to 9:00 p.m.

Commissioner Hendrix made a motion to approve the amendment to the Strickland Building Rental Contract and to modify section III. Hours of Rental by substituting the word "shall" for the word "may" in the second paragraph. Commissioner Robinson provided the second to the motion. The motion passed 5-0. (Exhibit D)

Consideration of a proposal from BAK Builders LLC for CM services to install poles and lights at the recreation department for \$85,970.00

Aasheim provided an overview of the proposal to include the current costs for the project: \$71,100 for lights, \$88,200 for poles, and \$85,970 for installation for a total cost of \$245,270. The County has an LWCF grant for \$100,000 match which will reduce the county expense to \$145,270.

Vice-Chairman Jones made a motion to accept the proposal from BAK Builders LLC. Commissioner Robinson provided the second to the motion. The motion passed 5-0. (Exhibit E)

Report from the Chairman

Chairman Thrift addressed the Commission and relayed that Allen Tyler had approached him regarding an EMT position. The Chairman stated that he was not in favor of considering Mr. Tyler for a position at this time.

Chairman Thrift addressed the Commission regarding a meeting he had taken with the current owners of the railroad spur in Candler County. He stated that the owners had made a demand for \$500,000 by April 6, 2022 and commitment to \$100,000 per year going forward in order to maintain the operation of the railroad. The commission discussed this topic but did not take any action on the item.

Report from the County Administrator

Aasheim reported that he had received notice from HHNT that the price for Terracon's monitoring and testing services would increase from \$1,000 to \$2,250 per test. HHNT had indicated that the increase was consistent with current market pricing.

Aasheim advised that there had been discussion regarding the staffing at the Clerk of Court office and potentially moving the Magistrate Clerk office to the courthouse to help with the staffing. Ms. Alanda Sikes, Magistrate Court Clerk was in attendance and addressed the Commission with her concerns regarding the move.

Requested Executive Session for personnel.

Report from County Attorney

Mr. Gross advised that he had nothing for open session and requested Executive Session for litigation.

Reports from County Commissioners

- **Blake Hendrix, District 4** - Nothing to report
- **Vice Chairman, Brad Jones, District 2** – Reported that the batting cage lights had been replaced.
- **David Robinson, District 3** – Requested that staff reach out to GDOT about additional traffic controls at Hwy 57 and Cool Springs Church Rd; Requested that staff work on correcting the defect on the courtroom ceiling paint
- **Gregory Thomas, District 1** – Requested that Salem Church Rd be considered for resurfacing

Executive Session –

At 6:13 p.m. Commissioner Hendrix made a motion to enter into executive session for the purpose of discussing personnel and litigation. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

At 7:38 p.m. Vice-Chairman Jones made motion to exit executive session and re-enter the regular meeting. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

Commissioner Robinson made a motion to authorize the Chairman to sign *the closed meeting affidavit* and certify that the executive session was for personnel and litigation only. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

Commissioner Thomas made a motion to approve the hiring of James Sikes as a part-time EMT. Commissioner Hendrix provided a second to the motion. The motion carried 5-0.

Commissioner Hendrix made a motion to move the Magistrate Court Clerk to the Clerk of Court office in the Candler County Courthouse. Commissioner Thomas provided the second to the motion. The motion passed 5-0.

Chairman Thrift made a motion to eliminate the Financial Administration Accounts Receivable position and to terminate Stacy Stanbro effective immediately. Commissioner Thomas provided the second to the motion. The motion passed 5-0.

Commissioner Robinson made a motion to re-open the search and application period for the position of County Administrator with a new closing date of April 29, 2022. Vice-Chairman Jones provided the second to the motion. The motion passed 5-0.

Adjournment

Commissioner Thomas moved to adjourn the meeting at 7:42 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 5-0.



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

Gregory Thomas
Commissioner

David Robinson
Commissioner

Blake Hendrix
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 March 21, 2022
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 6:13 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 21st day of March 2022.

Sworn to and subscribed before me
this 21st day of March 2022.



Glyn Thrift

Glyn Thrift, Chairman
Board of Commissioners of Candler County

Maranda K Link
Notary Public

1075 EAST HIAWATHA STREET, SUITE A, METTER, GEORGIA 30439
(912) 685-2835 FAX (912) 685-4823

Exhibit A

DART Memorandum of Understanding

(MOU) Number: 03-2022

Agreement between the Georgia Department of Public Health, Office of EMS, and the Regional Trauma Advisory Committee (RTAC). On behalf of the Regional EMS Advisory Council (REMSAC) Region 9; for the purpose of establishing the Southeast Georgia EMS (SEGAEMS) Region 9 Disaster Assistance Response Taskforce (Region 9 EMS DART) project.

Between

Robert Shad, SEGAEMS Director, SEGAEMS Region 9 EMS DART (Party A)
and
Joseph Reynolds, EMS Director Candler County EMS (Party B)

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to the distribution and receipt of equipment, training and supplies for response to disasters within the twenty-four-county delivery area of Region 9 EMS and participating EMS Services of the Southeast Georgia EMS Disaster Assistance Response Taskforce project.

The EMS DART project is intended to provide specially trained personnel and equipped EMS units for response to any type of hazard in which the local EMS Services resources are overwhelmed. The mission is to support the local entity and not to take over the EMS functions in any such event. To support this goal, Party A and Party B will provide educational opportunities to eligible EMS Services personnel as described in the EMS DART Plan under the Training Section. Party A will seek funding streams and provide said equipment, training and supplies as they come available.

II. MOU Term

The terms of this MOU Agreement are within the DART project responsibilities to be performed. There is no ending term for this project as it is fluid and ongoing, unless otherwise specified in Section VII Modification and Termination of this document.

III. Party A Responsibilities

Party A shall undertake the following activities during the duration of the MOU term:

Seek funding sources for the EMS DART Project

1. Ensure adherence to applicable federal and state laws and regulations and program guidelines to adhere to the funding sources requirements.
2. Provide equipment, training and supplies through various means.
3. Provide training and technical assistance opportunities to Party B on disaster preparedness and response practices as funding becomes available.

IV. Party B Responsibilities

Party B shall undertake the following activities during the duration of the MOU term:

1. Upon acceptance of any equipment and supplies for the EMS DART project, will provide a secure, environmentally controlled, location where the designated EMS DART unit is located so that personnel can quickly access and load the EMS DART Field Bags and Equipment onto the unit when deployed.
2. Conduct a Monthly inventory control inspection, to assure all assigned equipment is sealed. A monthly report will be submitted to the Regional EMS Office by the 10th of each month submitted on the issued DART Inventory Control form provided with the issued equipment. Equipment or supplies discovered lost, stolen, or damaged an inventory control assessment, should be reported (electronically) to the Regional EMS Director as soon as possible to assure all assigned equipment is replenished and resealed.
3. DART Equipment lost, stolen, or damaged will be replaced at the expense of Party B unless other arrangements have been previously made (with Part A) at their own expense using the same vendor which the original equipment was obtained (if available) to assure consistency with other EMS DART units. If damaged occurred as the result of a deployments by the Region 9 EMS Office, Party A will replace the equipment as long as damage was not the results of misuse.
4. Will notify the Regional EMS Director when the designated unit (ambulance or apparatus) for the EMS DART program is being replaced due to aging, damage, or other replacement issues. The new designed unit (ambulance or apparatus) will then become identified by its Georgia EMS Vehicle Identification Designation (VID) number with the state database.
5. Will display the EMS DART Magnetic signs on each side cab doors of the designated EMS unit to assure rapid identification of the unit when deployed.

6. Will call in the appropriately trained personnel to assemble and respond to an event when activated so that the unit will be responding to the designated location with 30-60 minutes of activation.
7. Will notify the regional EMS Office of any changes in personnel who are to be contacted for activation when those changes occur to assure accuracy in the agency's contacts for disaster deployment.

V. Parties A and B Agree to the Following Provisions:

1. Documentation Approval and Acknowledgements

Each party will sign this MOU acknowledging they will receive the EMS DART supplies from Party A at a pre-determined date and location. Party B who in turn agrees to the terms of acceptance, security and deployment stated in Sect IV. Will take receipt of EMS DART equipment and supplies and properly secure and control said equipment.

VI. Funding

1. Party A. will continue to seek funding sources in conjunction with the Regional EMS Office to provide training, equipment and supplies which will be used to enhance the EMS DART program.
2. Party B will notify the Regional EMS Office if they discover potential funding sources that may be appropriate for support of the EMS DART program.

VII. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include the return of all equipment and supplies provided in good condition to Party A from Party B at the time of termination.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of Party A and Party B authorized officials. It shall be in force until one of the parties either executes a request for termination as described in Section VII or Party B ceases operation for any reason.

Signatures and dates

Robert Shad
[Authorized signature Party A]

Robert Shad
[Insert name of Party A signatory]

March 10, 2022
Date

Joseph Reynolds
[Authorized signature Party B]

Joseph Reynolds
[Insert name of Party B signatory]

March 22, 2022
Date

Exhibit B



Southeast District Cooperative Extension
5539 Forest Drive, GSU
Forest Drive Bldg, #238
P.O. Box 8112, GSU
Statesboro, GA 30460
TEL 912-478-8991 | FAX 912-478-8992
sedist@uga.edu
www.uga.edu

Request for Verification of County Salary

County: Candler Position: Extension Agent - FACS Hours per week: 40

Employee Replacing: Marnie Dekle Termination Date: 05/01/2021

County Annual Salary Support: \$9,000 BOC BOE

County Annual Travel Support: \$2,500 BOC BOE

County Vehicles: Yes/No Make Model

Salary: \$9,000
TRS Rate: \$ 1,783 19.81% effective 7/1/2021
Total: \$ 10,783

*UGA will bill County Boards for TRS employer and employee contribution if no contract with UGA
** If no contract with UGA, County Boards will withhold Social Security and Medicare taxes from Extension employee's county salary and report employer and employee withholdings to IRS.

Signatures: [Handwritten Signature]
Board of Commissioners Date: 3/22/22

Board of Education Date

Exhibit C

No Term, Non-Exclusive SaaS Agreement





















Government Window, LLC (the "Principal") of 175 Townpark Drive NW., Suite 425, Kennesaw GA 30144, hereby grants:

Candler County GA Board of Commissioners
of
1075 E. Hiawatha Street, Suite A Metter, GA 30439

a non-exclusive license to use the Licensed Items defined in Schedule "A" hereunder

Schedule "A" - Licensed Items

The Principal agrees to make the following applications available to the End-User as per the terms and conditions defined on the reverse hereof: *(Please fill appropriate application and function where W = Web, P = Point of Sale, I = IVR & T = ITR.)*


Module	Contact Person	Telephone #	Function	Rate
 Traffic Tickets				
 Bail				
 Probation				
 Child Support				
 Business Licenses	Kellie Lank	912-685-2835 x13	WEB/POS	pg. 2
 Permits	Kellie Lank	912-685-2835 x13	WEB/POS	pg. 2
 Property Tax				
 DMV Tags				
 Parks & Recreation	Kellie Lank	912-685-2835 x13	WEB/POS	pg. 2
 Income Tax				
 Schools				
 Donations				
 Misc Payments	Kellie Lank	912-685-2835 x13	WEB/POS	pg. 2
 Records & Deeds	Kellie Lank	912-685-2835 x13	WEB/POS	pg. 2
 eStore				
 Patient Bills				
 Utilities				
 Garbage	Kellie Lank	912-685-2835 x13	POS	pg. 2

Stipulations & Notes: (please define.)

1. Business Licenses (WEB/POS) - service fees will be 3.0% or \$2.00 minimum.
2. Permits (WEB/POS) - service fees will be 3.0% or \$2.00 minimum.
3. Parks & Recreation (WEB/POS) - service fees will be 3.0% or \$2.00 minimum.
4. Miscellaneous Payments (WEB/POS) - service fees will be 3.0% or \$2.00 minimum.
5. Records & Deeds - (WEB/POS) - service fees will be 3.0% or \$2.00 minimum.
6. Garbage/Landfill - (POS) - service fees will be 3.0% or \$2.00 minimum.
7. EMS (WEB/POS) - service fees will be 3.0% or \$2.00 minimum.
8. Accepted forms of payment shall be Visa, MasterCard, Discover, and American Express.
9. Government Window's installation, customer service, and online payment sites will come at no cost to the Candler County Board of Commissioners or to Candler County.

Unless otherwise stipulated, there is no cost to the End-User/Licensee for any equipment, development, maintenance, and support offered by the Principal provided the End-User/Licensee is not in breach of any of the conditions as defined in the Agreement. All costs are covered by service fees charged to the End-User's clients/customers upon using any of the Licensed Items.

Service fees will be determined and agreed upon by both Parties before any work is performed, and be based on the payment type, expected volume, and number of payment types implemented.

<p>For Government Window LLC (the Principal):</p> <hr/> <p><i>Signed:</i> Wesley deVegter</p> <hr/> <p>Account Manager</p> <hr/>	<p>For End-User/Licensee</p>  <hr/> <p><i>Name:</i> Bryan Aasheim</p> <hr/> <p><i>Title:</i> Candler County Administrator</p> <hr/> <p style="text-align: right;"><i>7/22/22</i></p>
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Software as a Service Agreement

1. Definitions

- 1.1 "**Principal**" shall mean Government Window LLC of 175 Townpark Drive NW, Suite 425, Canton, Georgia 30144, USA.
- 1.2 Software-as-a-Service agreement ("**SaaS**") shall be defined as the delivery model in which the **Licensed Items** are delivered on a subscription basis and are hosted centrally at a location or locations of the **Principals** choosing and is accessed by the **End-User** or the **End-User's** customers through a thin client via a web browser, collectively referred to as the "**Agreement**."
- 1.3 "**Licensed Items**" shall mean the **Principal's** programs listed on Schedule "A" together with all related documentation, sales aids, training aids, and including all revisions and corrections thereto, whether made by the **Principal**, and any such additional software as it may offer to its clients from time to time during the currency of this **Agreement**. **Licensed Items** shall include object code for the **Principal's** programs acquired, whether used at its **Installation Address** as defined hereunder, or through a public cloud as **SaaS** and any user manuals and related documentation, in machine readable or printed form.
- 1.4 "**End-User**" shall mean any person, institution, government agency, closed corporation or company that is either the facilitator or the ultimate user of the **Licensed Items** supplied by the **Principal** and defined on the face hereof.
- 1.5 "**Party**" shall mean either the **End-User** or the **Principal** interchangeably.
- 1.6 "**Parties**" shall mean both the **End-User** and the **Principal** collectively.
- 1.7 "**Installation Address**" being the physical location of the computer hardware and the location at which the **End-User** stores their back-office data and/or from which the **End-User** hosts its Internet Website.
- 1.8 "**Industrial Property Rights**" shall mean all property in and rights to patents, license, **Trademarks**, trade names, inventions and copyrights relating to the origin, design, manufacture, programming, operation and/or service of **Licensed Items**.
- 1.9 "**Trademarks**" shall mean any proprietary marks used by the **Principal** in the marketing of the **Licensed Items**.
- 1.10 The headings and clauses of these terms and conditions are intended for convenience only and shall in no way affect their interpretation.
- 1.11 Words importing natural persons shall include bodies corporate and other legal personae and vice versa.
- 1.12 Any particular gender shall mean the other gender, and vice-versa. The singular shall include the plural and vice-versa.

2. License

- 2.1 Whereas the **Principal** is the author of the **Licensed Items** and as such the **Principal** is entitled to supply such **Licensed Items** to **End-Users** on the terms and conditions set out hereunder.
- 2.2 The **End-User** acknowledges that he is not an agent of the **Principal**.
- 2.3 The **Principal** hereby grants to the **End-User** an individual, non-exclusive, non-transferable License to use one original copy of the **Licensed Items** detailed in Schedule "A" attached hereto, at the **Registered Address** and to make available to its clients and or customers **Licensed Items** through the **SaaS** model on the terms and conditions contained herein.
- 2.4 Services provided under this **Agreement** shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the contents of clause 3 herein. The term of the services and any renewal period if so stipulated are collectively

defined as the "**Services Term**." At the end of the **Services Term**, all rights to access or use of the services, including the **Licensed Items** listed in the ordering document, shall end. The **Licensed Items** and all copies thereof are the property of the **Principal** and title thereto shall remain with the **Principal**. All **Industrial Property Rights**, title or interest in the **Licensed Items** will at all times remain with the **Principal**.

3. The End-User agrees:

- 3.1 to secure and protect the **Principal's** proprietary rights in the **Licensed Items** and all copies, and modifications thereof, and to take appropriate action by instruction to, or agreement with its employees, clients and/or suppliers who are permitted access to the **Licensed Items**;
- 3.2 to instruct its employee, clients and/or suppliers having access to the **Licensed Items** not to copy, decompile, disassemble, reverse engineer or duplicate the **Licensed Items** or make disclosure with reference thereto or any component thereof to any third party;
- 3.3 to reproduce the **Principal's** copyright notice on all material related to or part of the **Licensed Items** on which the **Principal** displays such copyright notice, including any copies made pursuant to this **Agreement**.
- 3.4 The **End-User** agrees not to remove any copyright notices, trademark credits, confidentiality notice, mark, legend or other information included in the **Licensed Items**. The existence of any copyright notice shall not be deemed to constitute or acknowledge a publication of the **Licensed Items**.
- 3.5 The **End-User** shall not purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under this **Agreement** or the **Licensed Items** without the previous consent in writing of the **Principal** which shall not unreasonably be withheld.

4. Termination

- 4.1 This **Agreement** shall commence on the date of this **Agreement** (the "**Commencement Date**") and shall continue in effect until terminated in terms of this **Agreement**.
- 4.2 Either the **Principal** or the **End-User** may terminate this **Agreement** to use any **Licensed Items** by the **End-User**, by giving the other **Party** thirty (30) days written notice of termination at least thirty (30) days preceding the end of any calendar month.
- 4.3 In the event that the **End-User** fails to keep, observe or perform any term or condition of this **Agreement** or the **End-User** terminates this **Agreement** prior to the end of the term or by the **Principal** as a result of **End-User** breach, the **Principal** will be entitled to, at its sole and absolute discretion, cease providing any or all services as defined herein, forthwith without any recourse by the **End-User** against the **Principal**.
- 4.4 The **End-User** shall upon termination of the license as contemplated in this **Agreement** destroy the **Licensed Items** and all copies thereof that is in the possession of the **End-User**, regardless of the location of such copies and certify in writing to the **Principal** that the **Licensed Items** and all copies that were subject to the license, have been destroyed.
- 4.5 Should an **End-User** continue to use the **Licensed Items** once the license has been terminated in terms of this **Agreement**, the **End-User** shall be liable to the **Principal** for all damages as a consequence of such an act.
- 4.6 Upon termination of this license, all rights and obligations shall cease, except the **Party's** obligation to maintain the confidentiality of the other **Party's** proprietary information.

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5. General

- 5.1 Neither the **Principal**, nor the **End-User** will disclose the other **Party's** confidential information to any third party and will use it only for the purposes of this **Agreement**.
- 5.2 The **End-User** recognises and agrees that the **Licensed Items** shall be treated as secret and confidential. Without limiting the generality of the foregoing, such confidential information shall include know-how, methods, techniques, processors, specifications, designs, computer logic, source codes, drawings, arrangements, research and development data, and combinations of such information; provided, however, that any such information shall not be regarded as secret or confidential which:-
 - 5.2.1 is or becomes, a part of the public domain through no act or omission by the **End-User** or its employees; or
 - 5.2.2 has been or is hereafter independently conceived, perfected or developed by the **End-User** or any company affiliated with the **End-User** or the employees thereof, or is now or hereafter in such affiliated company's, or any such employee's lawful possession as shown by their written records; or
 - 5.2.3 is hereafter lawfully disclosed to the **End-User** or any of its employees by a third party which does not acquire the information under any obligation of confidentiality from or through the **Principals** or any employee of the same.
- 5.3 The **Principal** shall be entitled at any time to cede and assign its rights and obligations in terms of this agreement.

6. b0:2a:43:47:9f:bd Warranty

- 6.1 THE **PRINCIPAL** DOES NOT GUARANTEE THAT THE **LICENSED ITEMS** WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT THE **PRINCIPAL** WILL CORRECT ALL SERVICES ERRORS, THE **END-USER** ACKNOWLEDGES THAT THE **PRINCIPAL** DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THE **PRINCIPAL** IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 6.2 IT IS SPECIFICALLY RECORDED THAT THE **PRINCIPAL** PROVIDES THE **LICENSED ITEMS** "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 **Principal's** liability in respect hereof is specifically restricted to the repair or replacement of defective **Licensed Items** referred to on Schedule "A" and except as provided in this clause and to the extent permitted by Law in the state of Georgia, the **Principal** will not be under any liability howsoever arising in respect of defects in the **Licensed Items** or for any injury, damage or consequential loss of whatsoever nature arising from such defects or any work done in connection herewith.
- 6.4 Neither **Party** shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated **Party**; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated **Party**. Both **Parties** hereto will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either **Party** may cancel unperformed services upon written notice. This section does not excuse either **Party's** obligation to take reasonable steps to follow its normal disaster recovery procedures.
- 6.5 The **Principal's** liability in terms of clause 6.3 above shall lapse in the

event of the **End-User** or any third party attempting to modify or effect remedial measures to any of the **Licensed Items**.

- 6.6 The **End-User** acknowledges that he has no claim against the **Principal** of whatsoever nature arising out of or in connection with this agreement.
- 6.7 This warranty is in lieu of any other warranty, expressed or implied, save as set out in clauses 6.1 to 6.6 above, and the **End-User** acknowledges that the **Principal** gives no other warranties whatsoever.
- 6.8 This Agreement contains all the terms and conditions agreed between the **Parties** and no variation of any of these conditions shall be binding on either **Party** unless agreed to in writing by both **Parties**
- 6.9 No relaxation or indulgence which the **Principal** may have extended to the **End-User** under this Agreement and no waiver by the **Principal** of any of its rights with respect to any breach of this Agreement shall in any way prejudice the **Principal's** right or be deemed to operate as a waiver in respect of any other breach.
- 6.10 The **Parties** acknowledge that they have not been induced or coerced into this contract by virtue of any representation, statements or warranties made by the other **Party** hereto or any persons acting on their behalf which are not included herein. The **Parties** shall not be responsible for any representations which may be made from time to time by their representatives, servants or agents save as may be contained herein.
- 6.11 You agree (i) that the **Principal** may identify **End-User** as a recipient of services and use the **End-User's** logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by the **Principal** on its website for promotional purposes.

7. Legal

- 7.1 To the extent permitted by Georgia law, the **End-User** shall be liable for all reasonable costs incurred by the **Principal** in connection with the recovery of **Licensed Items**, such costs to be paid on the attorney and own client scale as well as all other costs incurred by the **Principal**.
- 7.2 This Agreement is governed by the substantive and procedural laws of Georgia and the **Parties** agree to submit to the exclusive jurisdiction of, and venue in, the courts in Cherokee County in Georgia in any dispute arising out of or relating to the Agreement.
- 7.3 The Uniform Computer Information Transactions Act does not apply to this SaaS agreement or orders placed under it. **End-User** understands that the **Principal's** business partners, including any third party firms retained by **End-User** to provide computer consulting services, are independent of the **Principal** and are not the **Principal's** agents. The **Principal** is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a **Principal** subcontractor on an engagement ordered under this Agreement.
- 7.4 Any notice under this Agreement shall be in writing and shall be given if served at the **End-User's** registered office and shall in the case of posting be deemed to have been served on the third business day after registered posting. The **End-User** may change its chosen domicillium on seven (7) days written notice to the **Principal** sent by registered post provided such changed address remains within the Territory
- 7.5 Each clause in these terms and conditions is severable, the one from the others of them, and if any of them is found to be unenforceable for any reason whatsoever the others of them shall remain in full force and effect.


Initial

Exhibit D
Metter-Candler Recreation Department
PO Box 948
621 West Pine St
Metter, GA 30439

Strickland Building Rental Contract

PLEASE READ CAREFULLY. RENTER IS RESPONSIBLE FOR THE PROVISIONS CONTAINED WITHIN AND MAY FACE PENALTIES OR CITATIONS FOR VIOLATION OF THIS AGREEMENT.

This agreement sets forth the provisions and requirements for rental of the Strickland Building located at the Metter-Candler Recreation Department.

I. FEES

Rental Fee \$250.00
Damage Deposit \$500.00

The rental fee is due at the time of reservation and is subject to the termination of agreement restrictions in Section V. The Damage Deposit is due at the time of reservation and will be returned under the following conditions:

- Keys returned to the Recreation Department within 3 days of rental date
- Satisfactory inspection of the premises after the rental by Recreation Department personnel
- No violations of the rental agreement

The Metter-Candler Recreation Department and Candler County will determine at their sole discretion whether the renter has met the conditions necessary for return of the Damage Deposit.

II. SECURITY

Renter is required to provide security during the rental. Security must be provided by off-duty law enforcement by the Candler County Sheriff's Office. Other POST certified law enforcement officer may be substituted upon approval by the Candler County Sheriff's Office, hereafter known as "SECURITY". The current estimated cost for this service is:

\$35 per hour/3 hour minimum

Renter agrees that the hiring and payment of the SECURITY is the sole responsibility of the renter and that failure to provide the SECURITY at the beginning and for the full duration of the rental period will be considered a breach of the agreement.

III. HOURS OF RENTAL

Rental times must be indicated at the time of rental and will be strictly enforced. All rentals will end not later than 9:00 PM on the rental date.

Renter may have access to the facility on the date of the rental beginning at 9:00 AM and must vacate the premises by 9:00 PM on the rental date with all provisions of this agreement met. Failure to vacate the property and meet all provisions of the agreement will be considered a breach of this agreement and shall result in forfeiture of the damage deposit.

IV. CONDITIONS OF THE AGREEMENT

1. All renters must be 21 years of age or older and hold a valid Georgia Driver's License
2. Renter hereby agrees:
 - a. To comply with all rules and regulations, laws and ordinances of the City of Metter, Candler County and the State of Georgia;
 - b. Not to use the facility for any purpose that will discredit the Metter-Candler Recreation Department, the City of Metter, or Candler County;
 - c. Not to damage or deface the premises, inside or out, or any equipment or property located on premises;
 - d. Not to use nails, screws, tacks or any other invasive attachment for decorations and banners. Tape or adhesive strips may be used to secure posters, banners, or pictures, but it must be removed.
 - e. Personnel employed by the Metter-Candler Recreation Department, Candler County and the City of Metter shall have access to the facilities at all times during the rental period;
 - f. Renter is responsible for all damages and/or defacement of the premises during the rental period.
 - g. Renter agrees that Renter shall, prior to leaving the premises at the termination of the rental, ensure that the property is returned to its original condition including, but not limited to:
 - i. Removal of all decorations;
 - ii. Removal of all trash, refuse and garbage or placement of same in provided refuse containers

V. ITEMS PROHIBITED UNDER THE AGREEMENT

The following are **prohibited** under this rental agreement and any violation of these prohibitions will be considered a breach of the agreement resulting in immediate termination of the rental AND Metter-Candler Recreation Department seeking available remedies under the law:

- POSSESSION OF ALCOHOL
- POSSESSION OF DRUGS
- INFLATABLE ENTERTAINMENT EQUIPMENT (BOUNCY HOUSES, WATER SLIDES)
- AMUSEMENT RIDES

- BANDS (PROHIBITED INSIDE THE BUILDINGS)
- MORE THAN 3 POWERED ELECTRICAL DEVICES REQUIRING ELECTRICAL POWER FROM THE BUILDING

VI. TERMINATION OF THE AGREEMENT

The Metter-Candler Recreation Department may terminate this agreement at any time for violation of any provision of the agreement. In addition the Recreation Dept. may terminate this agreement without notice if the facilities are required for any governmental agency due to an emergency or election.

The renter may terminate this agreement up to **48 hours prior to the rental date** by notifying the Recreation Department **in writing** of their intent to terminate the rental. Any termination after this period will result in the forfeiture of all fees and deposits.

VII. TRANSFER & ASSIGNMENT

This agreement may not be transferred, assigned or sublet to any other party.

VIII. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned hereby does covenant and agrees to indemnify and hold harmless Candler County, Georgia and the City of Metter, Georgia and their respective representatives, agents, employees, assigns and transferees and successors from any and every claim or demand of every kind or character made or asserted by any person, firm, or corporation or the account of or by any way growing out of any and all injuries and damages to or sustained by anyone on or near the premises at the time the undersigned has acquired, leased or rented the premises referred to in this agreement.

IX. ACKNOWLEDGEMENT

By signing below the undersigned does hereby acknowledge receipt of the rental agreement and does affirm that they have read and understand said agreement. The undersigned agrees and understands that any violation of the terms of the agreement will result in termination of the agreement and may result in prosecution under the laws of Georgia.

Name: _____

Address: _____

Phone: _____

GADL: _____

Date of Rental: _____

Hours of Rental: _____

Intended Use: _____

Signature: _____

Date: _____

Metter-Candler Rec Dept. _____

Exhibit E



March 10, 2022

Mr. Bryan Aasheim
Candler County Board of Commissioners
1075 East Hiawatha St, Suite A
Metter, GA 30439

RE: Metter/Candler County Rec Department Pole Lights
621 West Pine St., Metter, GA

Following is a proposal for replacement of the 18 old wood poles and associated lights and install 18 new owner supplied poles and lights at fields 1, 2, and 3. We have based this proposal on the following scope of work:

Scope of work:

Work includes all labor, materials, and equipment to perform the work as described below.

- Disconnect and remove the 18 existing wood pole lights
- Place existing wood poles and lights in a staging area on site for use by owner in future.
- Install new hand holes and disconnects at the pole locations to splice new pole conductors to the existing lighting circuits/wiring at the pole locations.
- Unload, unpackage, and assemble new poles and lights provided by owner.
- Install 18 new owner provided direct burial poles and light fixtures in the existing pole locations.
- Make final electrical connections and adjustments to heads after install.

Price: **\$85,970.00**

Clarifications and exclusions:

- This proposal is based on normal working hours.
- No payment and performance bonds are included.
- This proposal assumes water and electric will be available at work site and paid by owner.
- This proposal is based on one mobilization and work to progress uninterrupted on all fields for removal and replacement
- No work for non-compliant code issues within the existing electrical systems is included.

PO Box 2115 (30459) • 450 Mathews Rd. (30458) • Statesboro, GA
phone (912) 489-2348 • fax (912) 489-5562 • info@bakbuilders.com



BAK
BUILDERS, LLC
GENERAL CONTRACTORS

- No hardware is included for assembly of poles or light fixtures. It is assumed that all necessary fasteners, hardware, supports, etc. will be provided with the owner purchased materials.
- No repairs to landscaping or grassing is included. It is assumed that necessary grass repairs will be done by the Rec. Department.
- The owner must move all the furnishings in the work area.
- No permits or fees are included in this proposal.
- This pricing is good for 30 days from above date.

Thank you for the opportunity to work with you on this project. Please do not hesitate to contact me if you have any questions.

Thank you,

Brian Kent
BAK Builders, LLC

Approved 3/21/22