

MAYOR AND COUNCIL MEETING MONDAY, OCTOBER 17, 2022 6:00 PM DALTON CITY HALL

AGENDA

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: (Please Complete Public Commentary Contact Card Prior to Speaking)

Minutes:

1. Mayor & Council Meeting Minutes of October 3, 2022

New Business:

- 2. Approval of Motorola Solutions Maintenance Contract for the Police Department Records Management System
- 3. Lease with Latin American Association for Mack Gaston Community Center
- 4. Resolution 22-12 Authorizing the Purchase of Real Property Located at 133 Huntington Road
- 5. Service Delivery Strategy Agreement Updates

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON MAYOR AND COUNCIL MINUTES OCTOBER 3, 2022

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Dennis Mock, Annalee Sams, Tyree Goodlett and Steve Farrow, City Attorney Terry Miller and City Administrator Andrew Parker.

CALL TO ORDER

Mayor Pennington called the meeting of the Mayor and Council to order.

APPROVAL OF AGENDA

On the motion of Council member Farrow, second Council member Sams, the Mayor and Council approved and amended the agenda to include a Tree Board Appointment. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of September 19, 2022. On the motion of Council member Mock, second Council member Sams, the minutes were approved. The vote was unanimous in favor.

ANNOUNCEMENT

Mayor Pennington stated that former Council member Norris Little passed away. Little was a Councilmember from 1985 to 1988. Pennington stated Norris was a great Community leader.

PUBLIC COMMENTARY

Mike Robinson asked if the Mayor and Council will authorize City Administrator Andrew Parker to revisit curbside pickup. Robinson also commended the Mayor and Council on doing a great job for the citizens of Dalton.

SECOND READING OF ORDINANCE NO. 22-20 - FOOD TRUCK ORDINANCE

City Administrator Andrew Parker presented Ordinance 22-20 regarding Food Trucks. Parker outlined Ordinance 22-20 which provides For the Sale of Food and Beverages from Mobile Food Vehicles in Designated Areas of The City of Dalton And During Designated Hours; To Provide for Permitting, Inspection, And Enforcement; To Provide Penalties for Violation; To Provide for An Effective Date; To Provide for Severability; And for Other Purposes. Parker additionally stated there are (3) locations in which Food Trucks can set up (1) City Sponsored events, (2) Designated food truck areas – City parks, Dalton green (must pay rental fee) and (3) Private property when selling to the public; all must have a license. On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council adopted the ordinance. The vote was unanimous in favor.

SECOND READING ORDINANCE 22-25 – DONATION BINS REPEALED

City Administrator Andrew Parker presented Ordinance 22-25 An Ordinance to Repeal Article Viii "Donation Bins" In Chapter 26 "Businesses" of the 2001 Revised Code of Ordinances of The City of Dalton; To Establish an Effective Date; To Set Penalties for Failure to Remove A Donation Bin Presently Permitted After the Effective Date of This Ordinance; And for Other Purposes. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council adopted the ordinance. The vote was unanimous in favor.

Mayor and Council Minutes Page 2 October 3, 2022

ORDINANCE 22-26 – ANNEXATION OF THINK MULTIFAMILY HOLDINGS, LLC.

Assistant Planning Director for the Northwest Georgia Planning Commission Ethan Calhoun presented Ordinance 22-26 The request of Think Multifamily Holdings, LLC to annex 14.62 acres located on Tibbs Road, Dalton, GA (Tax Parcel 12-196-01-000 and 12-196-21-000) into the City of Dalton as High Density Residential (R-7). On the motion of Council member Mock, second Council member Sams, the Mayor and Council adopted the ordinance. The vote was unanimous in favor.

FIRE DEPARTMENT INVOICE CHANGE FROM THE CONTRACTED PURCHASE OF A NEW PUMPER DUE TO BE DELIVERED IN 2023 ACCORDING TO TRADE-IN OF A 2008 PUMPER APPARATUS

Chief Pangle presented the updated invoice associated with the planned purchase of a new pumper from the 2020 SPLOST. Pangle stated a contract was approved by the Mayor and Council in December 2020 for the purchase of two new pumpers. Pangle stated the trade in will reduce the amount owed by \$23,750.00 upon delivery of the last pumper scheduled to arrive the second quarter of 2023. On the motion of Council member Mock, second Council member Sams, the updated invoice was approved. The vote was unanimous in favor.

NORTHWEST GEORGIA PAVING INC. CHANGE ORDER REQUEST

Public Works Director Chad Townsend presented the Northwest Georgia Paving Inc. Change Order Request for Additional Rip Rap Outlet Protection SP 210 Heritage Point Soccer Complex Project. Townsend stated the request is to install 36.58 tons of rip rap at \$62.14 a ton to serve as outlet protection to address existing erosion of the subgrade at the dead end of the Hale Bowen Drive roadway extension at a cost of \$2273.08 paid with 2020 SPLOST funds. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the Change Order. The vote was unanimous in favor.

PURCHASE OF PLAYGROUND JOAN LEWIS PARK

Recreation Director Caitlyn Sharpe requested approval to purchase a new playground for Joan Lewis Park from Playsouth Playground Creators. Sharpe stated the Recreation Department was awarded \$50,500 through the Community Development Block Grant to replace one of the playgrounds at Joan Lewis Park. Sharpe stated the total cost of the playground equipment is \$52,175.22 with the additional \$1675.22 to be paid from the Parks and Recreations general fund. On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the Change Order. The vote was unanimous in favor.

APPOINTMENT – TREE BOARD

On the motion of Council member Farrow, second Council member Mock, the Mayor and Council appointed Troy Virgo to fill the unexpired term of Nancy Hawkins to the Tree Board. The vote was unanimous in favor.

Mayor and Council	
Minutes	
Page 3	
October 3, 2022	
ADJOURNMENT There being no further business to come be Adjourned at 6:16 p.m.	pefore the Mayor and Council, the meeting was
	Bernadette Chattam
	City Clerk
	Chy Clork
David Pennington, Mayor	
Recorded	
Approved:	
Post:	



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: October 17, 2022

Agenda Item: Approval of the Maintenance contract for the Police

Department Records Management System

Department: Police

Requested By: Assistant Chief Crossen

Reviewed/Approved by City Attorney?

Yes/No

Cost: \$0

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

IT department has negotiated a 5-year service agreement with the existing provider of Records Management for the Police Department. Expected increases in cost prompted the department to seek a contract at or near the current rate we pay for yearly service and maintenance.



Proposal

Dalton Police Department,

Motorola Solutions, Inc. Flex Software and CommandCentral Upgrade

July 20, 2022

July 20, 2022

Dalton Police Department 301 Jones ST Dalton, GA 30720 706-278-9085

Re: Flex Software and CommandCentral Upgrade

Dear Dalton Police Department:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the attached Proposal to the Dalton Police Department. This Proposal is valid through October 20, 2022.

Motorola's Proposal is subject to the terms and conditions of the enclosed "Contract Package" consisting of the Master Customer Agreement, Equipment Purchase and Software License Addendum, Software Products Addendum, Subscription Software Addendum, and Maintenance, Support and Lifecycle Management Addendum (collectively, the "Agreement"). You may accept this Proposal by signing the attached Agreement and sending your order to your Motorola Public Safety Solutions Consultant listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have, and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions:

Janel Flanigan Sr. Account Manager 302-343-0752 janel.flanigan@motorolasolutions.com

Sincerely,

Motorola Solutions, Inc.

Tyler Holland

Tyle Holler

Area Sales Manager

Table of Contents

Section 1

System Description

Section 2

Statement of Work

Section 3

Pricing

Section 4

Contractual Documentation

Section 1

System Description

CommandCentral InvestigateOverview

Motorola Solutions' CommandCentral Investigate is a next-generation crime analysis and intelligence solution that helps users uncover actionable insights, allocate resources, and fight crime. CommandCentral Investigate is powered by LexisNexis, integrating with existing data sources and leverages interjurisdictional data to allow seamless search across incident data sources from law enforcement agencies nationwide. It also provides highly configurable experiences with purpose-built tools for specific roles across your agency.

By investing in CommandCentral Investigate, investigators can use link analysis across datasets to easily track down leads and close cases. Command staff can quickly identify emerging trends and with the help of analysts, better understand those patterns, and develop proactive initiatives to effectively address them.

This is a cloud-based solution subscribed to as-a-service, making it highly accessible and cost-effective with predictable pricing. Product updates are seamless with new features delivered regularly. The cloud also provides proven security, reliability, and availability to keep users operationally ready.

CommandCentral Investigate includes a professional services engagement for implementation and deployment. This is built on Motorola Solutions' operational expertise, tools, and public safety best practices.

The proposed CommandCentral Investigate solution includes the following features:

- Interjurisdictional data sharing.
- Advanced link analysis.
- Flexible analysis project creation.
- Granular data manipulation and detail (140 data points supported).
- Easy project sharing.
- Robust data visualization.

The CommandCentral Platform

This solution is part of Motorola Solutions' CommandCentral platform, which provides interconnected solutions that unify data and streamline public safety workflows. Through single sign-on capabilities, your personnel can access all CommandCentral applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's information to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

System Description

CommandCentral is built to evolve over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can rapidly deliver new features and functionality in a more manageable, non-intrusive way.

Active Directory

The system's master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies have immediate access to all data from the moment it is entered. To facilitate this integration, the system features several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.

The Flex Active Directory Integration Tool is a feature of the Flex product designed to simplify the user login process and streamline the management of user accounts. Once configured, the feature is transparent to end users, allowing them to log into the Flex product using their standard Windows username and password. Administration of the tool is managed within a Flex web application.

Active Directory integration is available for Windows and Linux customers with Multi Domain Active Directory. There is currently no solution for AIX customers.

Benefits

- Simplified Administration User authentication and group membership are managed in a single place, Microsoft Active Directory
- Fewer usernames and passwords to remember Users need only know their Windows username and password
- Leverage existing resources Agencies can take advantage of existing personnel knowledge and skills to manage user accounts

Features

- User authentication against Microsoft Active Directory
- Auto creation of APNAMES records from Microsoft Active Directory
- User synchronization with Microsoft Active Directory
- Group synchronization with Microsoft Active Directory
- Group membership associated with Microsoft Active Directory Security Groups
- Support for Nested Group Memberships
- Support for Windows and Linux
- Multi Domain Support

Customer Responsibilities

- Successful agencies will have a dedicated resource as the local Admin for current active
 directory (AD) deployment at the agency. AD administrators will be responsible for AD and
 ideally will be involved in the initial setup of the current AD they have in place.
- Motorola personnel will be able to assist with webapp configuration, but the bulk of the configuration must be completed by the agency.
- Every Flex group utilized in the system must be set up in the original AD infrastructure.
- Motorola requires LDAP-S for security. The agency's admin or IT must provide the certificate file
 and any configuration needed (networking, etc.). The agency must have this enabled on the AD
 server, and provide the certificate.

Mobile Records

The Flex Mobile Records module empowers personnel with universal data access. Convenient field narratives and image display options provide the necessary tools to effectively manage records from the field. Mobile personnel can also search for records in multiple places without leaving the vehicle or requesting dispatch assistance. Searchable databases include:

- Local databases
- Flex and non-Flex databases (requires the InSight Interface)
- State databases (requires the Mobile StateLink Interface)
- National databases (requires the Mobile StateLink Interface)
- The following highlights several key advantages:

Local RMS Queries

Mobile Records combines speed with flexibility. Users have the ability to search for names, vehicles, incidents, property, and wanted persons. These queries provide comprehensive search results from local, state, and national databases, with the ability to encrypt state and national query responses for use with third-party citation and crash programs.

Additionally, a drop-down menu provides officers with more detailed fields to perform enhanced searching. Once the user has submitted his or her search criteria, a list of matching records appears in the returns folder of the Mobile Message Center.

Automated Field Reporting (AFR)

The Flex Automated Field Reporting modules allow officers to quickly complete forms from their patrol vehicles. All forms have large fields that are easy to navigate using a touch-screen monitor or a keyboard and mouse, streamlining the mobile officer's workload. Form information is stored in the Flex Records Management solution, and can be electronically routed for approval. Below of a few of the features available:

Automated Data Entry

Automated data entry enables patrol officers to quickly fill out multiple form fields using search results obtained from a name or vehicle query. Users can pre-fill forms with information from the Flex database

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by querying the Flex Mobile StateLink product, or by scanning a driver license barcode or magnetic strip.

Integration

Forms are automatically attached to the Flex record where they can be viewed, edited, or printed. The system also conducts an automatic search for matching name and vehicle records. New records are created if needed, and Involvements[®] are generated between associated records.

Customizable Fields

The Flex Automated Field Reporting modules enable patrol officers to add an unlimited number of people, vehicles, property, and their associated details. Narrative fields have no set length, allowing officers to add as much or as little text as needed.

Field Narratives

Officers can enter narratives into the system directly from the vehicle, saving time and improving records details. They can add, view, and append supplemental narratives or narrative information directly from the Law Incident screen. The text editor displays the appropriate prompts for the selected template as users type the narrative information. Spell check and time stamping are also included.

Data Integrity

Flex helps prevent mistakes caused by incorrectly typed entries with drop-down lists. The system also ensures that important data is collected by requiring users to enter data in specified fields before saving the form.



Flex Mobile provides detailed search returns for officers in the field

System Description

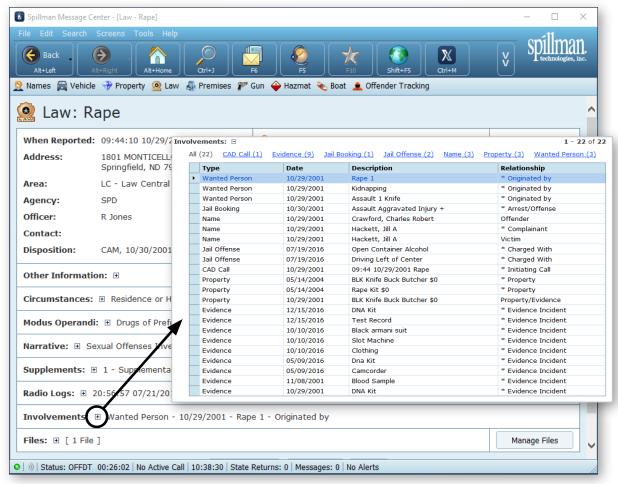


Image Display

The system's image display function helps field personnel identify suspects and verify criminal histories. While viewing a record, all associated images related to that record are available, including mug shots or photos of vehicles and property. Images first appear in thumbnail size, but they can also be expanded to full-size.

Field Narratives

Users can enter field narratives into the system directly from the vehicle. This saves valuable time and improves record details. Each user can view, add, and append narrative information or supplemental narratives directly from the Law Incident screen. Additionally, field officers have the flexibility to enter an unlimited number of supplemental narratives for witness statements and other follow-up activities. For routine narrative entries, the system allows users to easily define templates for precise information gathering.



Users can view additional Involvements information by expanding the record using the plus (+) sign

System Description



Section 2

Statement of Work

CommandCentral Investigate

Overview

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola") and Dalton Police Department (hereinafter referred to as "Customer"). Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing project schedule. Any changes to the governing project schedule will be mutually agreed upon via the change provision of the Agreement.

Motorola enables the CommandCentral Investigate service during the order process. LexisNexis accreditation is required to be completed by the Customer prior to the start of the project.

Unless expressly stated in this SOW, all Motorola work is completed remotely.

Motorola Responsibilities

- Use the CommandCentral Admin tool to enable Customer access to CommandCentral Investigate. This activity is completed during the order process.
- · Connect Customer incident data ingest.

Customer Responsibilities

- Provide access to Motorola's' team to connect incident data ingest.
- Provide Motorola with crime type classification.
- Set up users within CC Admin and set up user permissions groups.

Completion Criteria

CommandCentral Investigate subscription enabled.

Online Training

CommandCentral online training is made available to you via Motorola Solutions Learning Experience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of CommandCentral Online Training courses can be found in the Training Plan.

Motorola Solutions Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Perform scheduled maintenance. Notify the Customer 24 hours in advance of scheduled maintenance.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: Learning Experience Portal (LXP) Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola Solutions' LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Completion Criteria

Learning Experience Portal (LXP) Enablement.

Transition to Support and Customer Success

The Customer's solution will transition to support following the completed activation of CommandCentral Investigate.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Responsibilities

Statement of Work

Transition Customer to Motorola Solutions Customer Support.

Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the transition to support.

Section 3

Pricing

3.1 Pricing Summary Table

Subscription Description	Price
Year 1 – Jan 1, 2023 - Dec 31, 2023	\$62,112.96
Year 2 – Jan 1, 2024 - Dec 31, 2024	\$62,397.48
Year 3 – Jan 1, 2025 - Dec 31, 2025	\$64,773.38
Year 4 – Jan 1, 2026 - Dec 31, 2026	\$67,244.32
Year 5 – Jan 1, 2027 - Dec 31, 2027	\$69,814.09
Total 5-Year Maintenance and Subscription Fees Due:	\$326,342.23

3.2 Pricing Detail

Description	Quantity	Term	
Flex			
8 HR REMOTE TRAINING	1	-	
ACTIVE DIRECTORY INTEGRATION SOFTWARE	1	5 YEAR	
MOBILE RECORDS SOFTWARE	1	5 YEAR	
MOBILE FIELD REPORT WITH FIELD INTERVIEW SOFTWARE	1	5 YEAR	
SERVER MIGRATION	2	-	
LAW RECORDS MAINTENANCE - STANDARD	1	5 YEAR	
MOBILE RECORDS MAINTENANCE - STANDARD	1	5 YEAR	
IMAGING MAINTENANCE - STANDARD	1	5 YEAR	
EQUIPMENT MAINTENANCE – STANDARD	1	5 YEAR	
EVIDENCE BARCODE AND AUDITING MAINTENANCE – STANDARD	1	5 YEAR	
STATELINK MAINTENANCE - STANDARD	1	5 YEAR	
PAWNED PROPERTY MAINTENANCE - STANDARD	1	5 YEAR	
EVIDENCE MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR	
FLEET MAINTENANCE - STANDARD	1	5 YEAR	
IBR MAINTENANCE - STANDARD	1	5 YEAR	
MOBILE ARREST FORMS - STANDARD	1	5 YEAR	

Description	Quantity	Term	
HUB MAINTENANCE - STANDARD	1	5 YEAR	
MOBILE STATE & NATIONAL QUERIES MAINTENANCE -STANDARD	1	5 YEAR	
PIN MAPPING MAINTENANCE - STANDARD	1	5 YEAR	
TRAFFIC INFORMATION MAINTENANCE - STANDARD	1	5 YEAR	
CommandCentral			
COMMANDCENTRAL INVESTIGATE	1	5 YEAR	

Customer Contact

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Dalton Police Department
301 Jones St. Dalton, GA 30720
706-278-9085
which is the ultimate destination where the Equipment will be delivered to Customer is:
Dalton Police Department
300 W. Waugh St. Dalton, GA 30720
t will be shipped to the Customer at the following address (insert if this information is known):

Payment Terms

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

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

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

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

Pricing

Section 4

Contractual Documentation

Motorola Solutions has provided our contractual documentation on the following pages.

Master Customer Agreement

This Master Customer Agreement (the "MCA") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola") and the entity set forth in the signature block below ("Customer"). Motorola and Customer will each be referred to herein as a "Party" and collectively as the "Parties". This Agreement (as defined below) is effective as of the date of the last signature (the "Effective Date").

1. Agreement.

- 1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an "Addendum", and collectively the "Addenda"). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the "Ordering Documents"). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "Agreement".
- **1.2.** Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola ("Equipment"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term ("Licensed Software"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis ("Subscription Software") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "Products", or individually as a "Product". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

- 2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.
- 2.2.2. <u>Integration Services</u>; <u>Maintenance and Support Services</u>. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix

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maintenance, technical support, or other Services (such as software integration Services) ("Maintenance and Support Services"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

- 2.2.3. <u>Service Ordering Documents</u>. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.
- 2.2.4. <u>Service Completion</u>. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.
- **2.3.** <u>Non-Preclusion</u>. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- **2.4.** <u>Customer Obligations</u>. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- **2.5.** <u>Documentation.</u> Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.
- 2.6. <u>Motorola Tools and Equipment</u>. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may 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. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

- 2.7. <u>Authorized Users</u>. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.
- 2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "Prohibited Jurisdiction"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- **2.9.** Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

- 3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.
- 3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

- 3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

- 4.1. Fees. Fees and charges applicable to the Products and Services (the "Fees") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.
- **4.2.** Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- **4.3.** Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

- **4.4.** Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.
- 5. Sites; Customer-Provided Equipment; Non-Motorola Content.
- **5.1.** Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- **5.2.** <u>Site Conditions</u>. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- **5.3.** <u>Site Issues.</u> Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 Sites; Customer-Provided Equipment; Non-Motorola Content.** If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.
- **5.4.** <u>Customer-Provided Equipment</u>. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

- Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Products and Services. Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.
- 5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

- **6.1.** <u>Mutual Representations and Warranties</u>. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- **6.2.** <u>Motorola Warranties</u>. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above,

recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

- **6.3.** <u>Warranty Claims; Remedies.</u> To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.
- **6.4.** Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

- 7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- **7.2.** <u>Intellectual Property Infringement</u>. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all

damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 Limitation of Liability** below.
- 7.3. <u>Customer Indemnity</u>. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer

prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

- **8.1.** <u>DISCLAIMER OF CONSEQUENTIAL DAMAGES</u>. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.
- 8.2. <u>DIRECT DAMAGES</u>. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.
- NOTWITHSTANDING ANY OTHER PROVISION OF THIS 8.3. ADDITIONAL EXCLUSIONS. AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA: RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.
- **8.4.** <u>Voluntary Remedies</u>. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. <u>Statute of Limitations</u>. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

- **9.1.** Confidential Information. "Confidential Information" means any and all non-public information provided by one Party ("Discloser") to the other ("Recipient") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to 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.
- **9.2.** Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) 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; (e) 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 (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.
- **9.3.** Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.
- **9.4.** Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy 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 (a) one (1) archival copy of the Confidential Information for use only in case of a

dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

- Data Definitions. The following terms will have the stated meanings: "Customer Contact Data" 10.1. means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "Service Use Data" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "Customer Data" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "Third-Party Data" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "Motorola Data" means data owned or licensed by Motorola; "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and "Process" or "Processing" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "Motorola Materials"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive

source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

- 10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.
- 10.4.2. <u>Collection, Creation, Use of Customer Data</u>. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.
- 10.4.3. <u>Sub-processors</u>. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.
- 10.5. <u>Data Retention and Deletion</u>. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

- 10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.
- Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.
- **10.8.** <u>Feedback</u>. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- **10.9.** Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any

intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

- 11. Force Majeure; Delays Caused by Customer.
- **11.1.** <u>Force Majeure.</u> Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- **11.2.** <u>Delays Caused by Customer</u>. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).
- **12. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):
- **12.1.** Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Georgia, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including 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). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("Notice of Mediation") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the 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. All in person meetings under this Section 12.2 - Negotiation; Mediation will take place in the State of Georgia, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with Section 12.3 - Litigation, Venue, Jurisdiction below.

12.3. <u>Litigation, Venue, Jurisdiction</u>. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in the State of Georgia. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

- **13.1.** Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.
- **13.2.** Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.
- **13.3.** Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- **13.4.** <u>Waiver</u>. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- **13.5.** <u>Severability</u>. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- **13.6.** <u>Independent Contractors</u>. 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.

MOTOROLA SOLUTIONS

- **13.7.** <u>Third-Party Beneficiaries</u>. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- **13.8.** <u>Interpretation</u>. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- **13.9.** <u>Notices</u>. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- **13.10.** Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 13.11. <u>Survival</u>. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2.4 Customer Obligations; Section 3.4 Effect of Termination or Expiration; Section 4 Payment and Invoicing; Section 6.5 Warranty Disclaimer; Section 7.3 Customer Indemnity; Section 8 Limitation of Liability; Section 9 Confidentiality; Section 10 Proprietary Rights; Data; Feedback; Section 11 Force Majeure; Delays Caused by Customer; Section 12 Disputes; and Section 13 General.
- **13.12.** Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

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

Motorola: Motorola Solutions, Inc.	Customer: Dalton Police Department
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this "EPSLA") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola") and the entity set forth in the signature block in the MCA ("Customer"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties (the "MCA"). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer's purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties' Agreement.

2. Delivery of Equipment and Licensed Software.

- 2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.
- **2.2.** <u>Delays</u>. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 2.3. <u>Beta Services</u>. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. <u>Licensed Software License</u>. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely

in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

- **3.2.** <u>Subscription License Model</u>. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.
- 3.3. <u>Customer Restrictions</u>. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.
- 3.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.
- **3.5.** Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

- **4.1.** Term. The term of this EPSLA (the "**EPSLA Term**") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.
- Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate 4.2. this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches Section 3 - Licensed Software License and Restrictions of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.
- **4.3.** Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.
- 5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software (in accordance with Section 2.1 Delivery and Risk of Loss), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. <u>Motorola Warranties</u>. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that

such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship: (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under Section 2.1 - Delivery and Risk of Loss, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the "Motorola Licensed Software Warranty". As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

- ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET 6.2. FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.
- **6.3.** <u>Voluntary Remedies</u>. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.
- **7. Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.
- 8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: Section 3 Licensed Software License and Restrictions; Section 4 Term; Section 5 Payment; Section 6.2 Additional Exclusions; Section 8 Survival.

Subscription Software Addendum

This Subscription Software Addendum (this "SSA") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola") and the entity set forth in the signature block in the MCA ("Customer"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties (the "MCA"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer's purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties' Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

- **2.1.** <u>Delivery.</u> During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.
- **2.2.** <u>Modifications.</u> In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.
- 2.3. <u>User Credentials</u>. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.
- <u>2.4.</u> Beta Services. If Motorola makes any beta version of a software application ("Beta Service") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole

MOTOROLA SOLUTIONS

discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

- 3.1. <u>Subscription Software License</u>. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
- Customer Restrictions. Customers and Authorized Users will comply with the applicable 3.2. Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. <u>Subscription Terms</u>. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "Initial Subscription Period"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "Renewal Subscription Year"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "Subscription Term".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an

in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "Partial Subscription Year"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

- **4.2.** <u>Term.</u> The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.
- 4.3. <u>Termination</u>. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).
- **4.4.** <u>Wind Down of Subscription Software</u>. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

- **5.1.** Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.
- **5.2.** <u>License True-Up.</u> Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer,

Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

- 6.1. <u>ADDITIONAL EXCLUSIONS</u>. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.
- **6.2.** <u>Voluntary Remedies</u>. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.
- 7. **Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.
- 8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: Section 4 Term; Section 5 Payment; Section 6.1 Additional Exclusions; Section 8 Survival.

Exhibit to Subscription Services Agreement CommandCentral Investigate, powered by LexisNexis

Motorola Solutions, Inc. ("Motorola Solutions") is the provider of the service known as CommandCentral Investigate, powered by LexisNexis ("Motorola Solutions Services"). Customer agrees to the Motorola Solutions Services pursuant to the following terms and conditions which are incorporated into the Subscription Services Agreement Signed by Customer.

- **1. RESTRICTED LICENSE.** Motorola Solutions hereby grants to Customer a restricted license to use the Motorola Solutions Services, subject to the restrictions and limitations set forth below:
- (i) Generally. Motorola Solutions hereby grants to Customer a restricted license to use the Motorola Solutions Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the Motorola Solutions Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the Motorola Solutions Services for marketing purposes or resell or broker the Motorola Solutions Services to any third-party, and shall not use the Motorola Solutions Services for personal (non-business) purposes. Customer shall not use the Motorola Solutions Services to provide data processing services to third-parties or evaluate data for third-parties or, without Motorola Solutions' consent, to compare the Motorola Solutions Services against a third party's data processing services. Customer agrees that, if Motorola Solutions determines or reasonably suspects that continued provision of Motorola Solutions Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, Motorola Solutions may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the Motorola Solutions Services. Customer shall not access the Motorola Solutions Services from Internet Protocol addresses located outside of the United States and its territories without Motorola Solutions' prior written approval. Customer may not use the Motorola Solutions Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the Motorola Solutions Services and information provided therein. Motorola Solutions may at any time mask or cease to provide Customer access to any Motorola Solutions Services or portions thereof which Motorola Solutions may deem, in Motorola Solutions' sole discretion, to be sensitive or restricted information.
- (ii) GLBA Data. Some of the information contained in the Motorola Solutions Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the Motorola Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain Motorola Solutions Services and will recertify upon request by Motorola Solutions. Customer certifies with respect to GLBA Data received through the Motorola Solutions Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.
- (iii) DPPA Data. Some of the information contained in the Motorola Solutions Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the Motorola Solutions Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Motorola Solutions Services and will recertify upon request by Motorola Solutions.

- (iv) Social Security and Driver's License Numbers. Motorola may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"). If Customer is authorized by Motorola Solutions to receive QA Data, and Customer obtains QA Data through the Motorola Solutions Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by Motorola Solutions policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the Motorola Solutions Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by Motorola Solutions. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without Motorola Solutions' prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. Motorola Solutions may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.
- (v) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the Motorola Solutions Services.
- (vi) Additional Terms. To the extent that the Motorola Solutions Services accessed by Customer include information data described in the Risk Supplemental Terms contained www.lexisnexis.com/terms/risksupp, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the Motorola Solutions Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the Motorola Solutions Services, Customer agrees to comply with the Terms and Conditions contained at: http://www.lexisnexis.com/terms/general.aspx (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.
- (vii) MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from Motorola Solutions, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 - (a) Customer shall not use any MVR Data provided by Motorola Solutions, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
 - (b) As requested by Motorola Solutions, Customer shall complete any state forms that Motorola Solutions is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
 - (c) Motorola Solutions (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.
- (viii) HIPAA. Customer represents and warrants that Customer will not provide Motorola Solutions with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

- (ix) Economic Sanctions Laws. Customer acknowledges that Motorola Solutions is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to Motorola Solutions Services to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place Motorola Solutions in a position of non-compliance with any such economic sanctions laws.
- (x) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.
- (xi) Software. To the extent that Customer is using software provided by Motorola Solutions ("Software"), whether hosted by Motorola Solutions or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the Motorola Solutions Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.
- (xii) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non- FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the

Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(xiii) FCRA Services. If a Customer desires to use a product described in a Schedule A (Customer price schedule) as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

2. TERMS APPLICABLE TO PUBLIC SAFETY DATA EXCHANGE DATABASE

I. Public Safety Data Exchange Database

- 1. Motorola Solutions maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and state and local law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by Motorola Solutions data and technology.
- **2.** In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information that may be used for analysis, investigations and reporting (the "Customer Data Contribution").
- **3.** LN's obligations.
 - a. Motorola Solutions agrees to provide PSDEX information to Customer.
 - b. Motorola Solutions agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
- **4.** Customer obligations.
 - a. Customer agrees to submit to Motorola Solutions, with reasonable promptness and consistency, Customer Data Contributions.
 - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to Motorola Solutions and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to Motorola Solutions with respect to an incident or subject constitutes a Customer Data Contribution.
 - c. Customer's disclosure of information to Motorola Solutions is and will be in compliance with all applicable laws, regulations and rulings.
 - d. Customer agrees to notify Motorola Solutions promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to Motorola Solutions. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with Motorola Solutions should any inquiry about the Customer Data Contributions arise.
 - e. The following named individual/department shall serve as the contact person(s) for submissions made to Motorola Solutions. The contact person shall respond to requests from Motorola Solutions for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not reasonably withhold from Motorola Solutions information on any such submission. Motorola Solutions shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name: Title: Address

Phone: Fax: Email:

- f. Customer agrees that it will access information contributed to PSDEX by other customers only through Motorola Solutions.
- g. Customer agrees that Motorola Solutions and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases Motorola Solutions and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by Motorola Solutions or each such other PSDEX customer's negligence, gross negligence, willful misconduct and other acts and omissions in reporting or updating incidents of alleged wrongdoing for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. Public Safety Exchange Database General Terms

- 1. LICENSE GRANT. Customer, at no charge, hereby grants to Motorola Solutions a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute to PSDEX customers the Customer Data Contributions for use in PSDEX and all successor databases and/or information services provided by Motorola Solutions or LexisNexis.
- 2. GOOGLE GEOCODER. Motorola Solutions used Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by Motorola Solutions to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
- **3. DATA DISCLAIMER**. Motorola Solutions is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the Motorola Solutions Services or the use of the Motorola Solutions Services or data therein by any third party, including the public or any law enforcement or governmental agencies.
- 4. LINKS TO THIRD PARTY SITES. PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). Motorola Solutions has no control over these Linked Sites or the content within them. Motorola Solutions cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. Motorola Solutions does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against Motorola Solutions for any damages or losses whatsoever resulting from such use.
- **5. OWNERSHIP OF SUBMITTED CONTENT**. All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by such customer, all data will be retained by Motorola Solutions and remain accessible by other PSDEX customers in accordance with the provisions of this Addendum and a de-identified subset of the data will remain available to the general public through the CrimeReports.com service or its successor database.

3. SECURITY.

3.1 Security of Information. Customer acknowledges that the information available through the Motorola Solutions Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Customer must name a System Administrator who will be responsible for maintaining the following records: 1) User IDs including a complete list of each user name associated with each User ID, ensuring that each User ID is assigned to only one individual. User IDs and passwords may not be shared, and "generic" User IDs and

passwords are not permitted. 2) Documentation of monthly verification to ensure that each active User ID corresponds to a Customer's current employee, and confirming that employee is an authorized user. User IDs will conform to the standards at

https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center. Accordingly, Customer shall (a) restrict access to Motorola Solutions Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the Motorola Solutions Services for personal reasons, or (ii) transfer any information received through the Motorola Solutions Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related

passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 1, take all commercially reasonable measures to prevent unauthorized access to, or use of, the Motorola Solutions Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through Motorola Solutions Services as it is being disposed; (q) purge all information received through the Motorola Solutions Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the Motorola Solutions Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by Motorola Solutions; (i) not access and/or use the Motorola Solutions Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Motorola Solutions; (i) take all steps to protect their networks and computer environments, or those used to access the Motorola Solutions Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (I) maintain policies and procedures to prevent unauthorized use of User IDs and the Motorola Solutions Services. Customer will immediately notify Motorola Solutions, by written notification to the Motorola Solutions and by phone (1-XXX-XXX-XXXX), if Customer suspects, has reason to believe or confirms that a User ID or the Motorola Solutions Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein.

3.2 Security Events. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse Motorola Solutions for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the Motorola Solutions Services, or any actions required as a result thereof. Furthermore, in the event that the Motorola Solutions Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in Motorola Solutions' reasonable discretion. Customer agrees that such notification shall not reference Motorola Solutions or the product through which the data was provided, nor shall Motorola Solutions be otherwise identified or referenced in connection with the Security Event, without Motorola Solutions' express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including

attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to Motorola Solutions for review and approval prior to distribution. In the event of a Security Event, Motorola Solutions may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

- 4. PERFORMANCE. Motorola Solutions will use commercially reasonable efforts to deliver the Motorola Solutions Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Motorola Solutions Services; provided, however, that the Customer accepts all information "AS IS". Customer acknowledges and agrees that Motorola Solutions obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Motorola Solutions for the accuracy or completeness of information supplied through the Motorola Solutions Services. Without limiting the foregoing, the criminal record data that may be provided as part of the Motorola Solutions Services may include records that have been expunded, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain Motorola Solutions Services which may be otherwise available. Motorola Solutions reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Motorola Solutions Services. In the event that Motorola Solutions discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, Motorola Solutions will, at Customer's option, issue a prorated credit to Customer's account.
- 5. INTELLECTUAL PROPERTY: CONFIDENTIALITY, Customer agrees that Customer shall not reproduce. retransmit, republish, or otherwise transfer for any commercial purposes the Motorola Solutions Services. Customer acknowledges that Motorola Solutions (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the Motorola Solutions Services and the information that they provide. Customer shall use such materials in a manner consistent with Motorola Solutions' interests and the terms and conditions herein, and shall promptly notify Motorola Solutions of any threatened or actual infringement of Motorola Solutions' rights. Customer and Motorola Solutions acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of Motorola Solutions' information, product information, pricing information, product development plans, forecasts, the Motorola Solutions Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth under applicable law. Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other

governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify Motorola Solutions in writing and provide Motorola Solutions an opportunity to object, if so permitted thereunder, prior to any disclosure.

- 6. DISCLAIMER OF WARRANTIES. MOTOROLA SOLUTIONS (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, MOTOROLA SOLUTIONS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "MOTOROLA SOLUTIONS") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MOTOROLA SOLUTIONS SERVICES. MOTOROLA SOLUTIONS DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE MOTOROLA SOLUTIONS SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the Motorola Solutions Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The Motorola Solutions Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.
- 7. LIMITATION OF LIABILITY. Neither Motorola Solutions, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the Motorola Solutions Services) for any loss or injury arising out of or caused in whole or in part by use of the Motorola Solutions Services. If, notwithstanding the foregoing, liability can be imposed on Motorola Solutions, Customer agrees that Motorola Solutions' aggregate liability for any and all losses or injuries arising out of any act or omission of Motorola Solutions in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to Motorola Solutions under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue Motorola Solutions for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Motorola Solutions. IN NO EVENT SHALL Motorola Solutions BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER.
- **8. AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, Motorola Solutions' obligations under its contracts with its data providers, and Motorola Solutions' internal policies, Motorola Solutions may conduct periodic reviews and/or audits of Customer's use of the Motorola Solutions Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Motorola Solutions will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Motorola Solutions Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

Contractual Documentation

- 9. EMPLOYEE TRAINING. Customer shall train new employees prior to allowing access to Motorola Solutions Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under Paragraph 1, the security requirements of Paragraph 3. Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to Motorola Solutions Services no less than annually. Customer shall keep records of such training.
- proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to Motorola Solutions, the Motorola Solutions Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("FDCPA") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement. Customer shall notify Motorola Solutions immediately of any changes to the information on Customer's Application for the Motorola Solutions Services, and, if at any time Customer no longer meets Motorola Solutions' criteria for providing service, Motorola Solutions may terminate this agreement. Customer is required to promptly notify Motorola Solutions of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.
- comply with, changes to the restricted license granted to Customer hereunder and as Motorola Solutions shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. Motorola Solutions may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the Motorola Solutions Services. Customer understands that such restrictions or changes in access may be the result of a modification in Motorola Solutions policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by Motorola Solutions of such restrictions, Customer agrees to comply with such restrictions.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am executing this Exhibit_, to the Subscription Services Agreement as the authorized representative of Customer and that I have direct knowledge of and affirm all facts and representations made above.

Gustonici	tunic: Balton i onoc Bepartment
Signature	
Print Name	
Title	
Dated	(mm/dd/yy)

Customer Name: Dalton Police Department

Contractual Documentation

4.1.1.1.1

LexisNexis Risk Solutions Government Application

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations					
Full legal name of agency:			Main	phone number for address*:	
			*If thi	s is a cell, additional documents may be red	
If this application is for an add account number:	ditional account, Pare	ent	Fax r	number:	
		1			
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):		Previo	Previous address if at the current address less than 6 months:		
Website address:		External	Agency	/ IP Address (https://www.whatismyIP.com):	
External Agency ID Dange	From	Cytomal	External Agency ID Dange To		
External Agency IP Range – From:		External	External Agency IP Range – To:		
Agency information:					
☐ Federal Government	☐ Federal Law Enf	orcement		☐ Local/Municipal Government	
☐ State Government	☐ State Law Enforce	cement		□ Local/Municipal Law Enforcement	
☐ Other (please explain):					
				ntact Information (for	
additional administrators, please provide additional sheets)					
Product Administrator or Main Contact (first & last name):			Title:		
E-Mail Address:			A aluacius I	IP Address:	
E-IVIAII AUUIESS.			Aumin	r Auuless.	
Required for local and municipal agencies:					
Administrator Home Address (street, city, state, zip):		o):	Adminis	strator Date of Birth:	

Section III – Billi	ng Information		
Billing Contact (first & last name): check here if same as Administrator \square	Title:		
Billing Address (street, city, state, zip):	Telephone:		
E-Mail Address:	Sales Tax Exempt:		
	☐ No ☐ Yes – please provide proof of exemption		
Do you require a PO number on invoice:			
☐ No ☐ Yes If Yes, provide PO Number:			
Section IV – Business-to-Bu	isiness Vendor Reference		
Required for local and municipal agencies:			
Company Name:	Contact:		
Business Address (street, city, state, zip):	Contact Phone Number:		
	A (A) 1 (6 P 11)		
E-mail Address:	Account Number (if applicable):		
Section V	Site Visite		
Section V – Site Visits Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:			
Contact Name:	Contact Phone:		
Contact Email Address:			
Signa	ture		
I HEREBY CERTIFY that I am authorized to execute this Application on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.			
Applicant Signature:	Date Signed:		
Applicant Name:	Title:		

NON-FCRA PERMISSIBLE USE CERTIFICATION - GOVERNMENT

Custome Name:	r Name (Agency): DBA:	
Address	City, State,	
Zip: Contact Name:	Phone:	
purpose	REQUIRED Please describe your of use:	
Definition (collective	s. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws sly, the "GLBA"). Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")	
represent comply w	orcement Agencies Only: Review and, if appropriate, certify to the following: Customer is and warrants that it will use the LN Services solely for law enforcement purposes, which the applicable privacy laws including, but not limited to the GLBA and the DPPA. check here: Proceed to SECTION 3. QUALIFIED ACCESS	
SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:		
_	pplicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE t least one (1) must be checked to be permitted access to GLBA data)	
	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.	
	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.	
	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability	
	In required institutional risk control programs.	
	In resolving consumer disputes or inquiries.	
	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.	

Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.

In complying with federal, state, or local laws, rules, and other applicable legal requirements.

To the extent specifically permitted or required under other provisions of law and in accordance with the
Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional
regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission),
self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - <u>NOT APPLICABLE TO LAW</u> ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

□ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS (At least one (1) must be checked to be permitted access to DPPA data)

For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
Use by a government agency, but only in carrying out its functions.
Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
For use in providing notice to the owners of towed or impounded vehicles.
For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

MOTOROLA SOLUTIONS

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

below.
☐ Customer is NOT requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE
☐ Customer is requesting access to QA Data. Complete the sections below.
What department will be using QA Data?
SOCIAL SECURITY NUMBERS
Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS
1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)
□ Federal, state or local government agency with law enforcement responsibilities.
Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses a shall be appropriate and lawful.
□ Collection department of a creditor.
□ Collection company acting on behalf of a creditor or on its own behalf.
Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe you business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

Location of suspects or criminals.
Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
Location of individuals alleged to have failed to pay taxes or other lawful debts.
Identity verification.
Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER	(At least one (1)) must be checked to receive Driver's License Numbers	.)
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Federal, state or local government agency with law enforcement responsibilities.
Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
Collection department of a creditor.
Collection company acting on behalf of a creditor or on its own behalf.
Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

Location of suspects or criminals.
Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
Location of individuals alleged to have failed to pay taxes or other lawful debts.
Identity verification.
Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

- □ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS
- **Definitions.** For purposes of this Certification, these terms are defined as follows:
 - a. DMF Agreement: The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.

Contractual Documentation

- **b.** Certification Form: The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. DMF: The federal Death Master File.
- d. NTIS: National Technical Information Service, U.S. Department of Commerce
- e. Open Access DMF: The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. Limited Access DMF: Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

- (a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):
 - ☐ Legitimate Fraud Prevention Interest: Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.
 - □ Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty: Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:
 - ☐ Fraud Prevention and identity verification purposes
 - ☐ For uses permitted or required by law
 - ☐ For uses permitted or required by governmental rules
 - $\hfill \square$ For uses permitted or required by regulation
 - ☐ For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Customer and ordering, access to, and use of Limited Access DMF:

- Compliance with Terms of Agreement and CFR. Customer of Limited Access DMF must comply with the terms of the DMF Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Customers may not further distribute the Limited Access DMF.
- 2. Change in Status. Should Customer's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Customer agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Customer cease to have access rights to Limited Access DMF, Customer shall destroy all Limited Access DMF, and will certify to LN in writing that is has destroyed all such DMF.
- 3. Security and Audit. Customer will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Customer understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Customer's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Customer and the person attempting such access. Customer will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Customer must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Customer agrees to be subject to audit by LN and/or NTIS to determine Customer's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Customer agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Customer will not resell or otherwise redistribute the Limited Access DMF.
- **4. Penalties.** Customer acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Customer to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
- **5.** Law, Dispute Resolution, and Forum. Customer acknowledges that this Addendum is governed by the terms of federal law. Customer acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.

- **6.** Liability. The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Customer specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Customer.
- 7. Indemnification. To the extent not prohibited by law, Customer shall indemnify and hold harmless NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Customer's, Customer's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
- **8. Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
- **9.** Conflict of Terms. Customer acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

Customer Dalton Police Department, GA:

Signature	
Print Name	
Title	
Dated	(mm/dd/yy)

LexisNexis Risk Solutions Government Application

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section	I – Agency Inform	ation –	nlease d	do not use abbreviations
Full legal name of agency:	I Agency Inform	lacion		hone number for address*:
				s is a cell, additional documents may be
			require	
If this application is for an add account number:	itional account, Pare	nt	Fax nu	mber:
Dhysical Adduses where I N sou	وط النب	Duarda		:6 + +
Physical Address where LN ser accessed –	vices will be	Previoi	us addres	ss if at the current address less than 6 months:
P.O. Box/Mail Drops cannot be	accepted (street,			
city, state, zip):	, , ,			
Website address:		External	Agency I	P Address (https://www.whatismyIP.com):
External Agency IP Range – Fr	om:	External	Agency I	P Range – To:
Agency information:				
☐ Federal Government	☐ Federal Law Enf	orcemen	t	☐ Local/Municipal Government
☐ State Government	☐ State Law Enfor	cement		☐ Local/Municipal Law Enforcement
☐ Other (please explain):				
	and Main Contact	Informa	tion (fo	r additional administrators, please provide
additional sheets)				
Product Administrator or Main	Contact (first & last		Title:	
name):				
E-Mail Address:			Admin IF	P Address:
Required for local and municip				
Administrator Home Address (s	street, city, state, zip):	Administ	rator Date of Birth:

Section III - Billing Information

Billing Contact (first & last name): check here if same as Administrator □	ītle:
Billing Address (street, city, state, zip):	elephone:
Diming Fluid 255 (St. 355, Gt.), States, Elp).	olephono.
E-Mail Address:	Sales Tax Exempt:
	□ No □ Yes – please provide proof of exemption
Do you require a PO number on invoice:	
☐ No ☐ Yes If Yes, provide PO Number:	
Section IV – Business-to-Bu	siness Vendor Reference
Required for local and municipal agencies:	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):
Section V – S	Site Visits
Site visits may be required to assure Applicant eligibility for L Applicant agrees to authorize a site visit by LN or its approve If the contact for coordinating the site visit is not identified a the site visit contact's information below:	d third-party, and agrees to cooperate in its completion.
Contact Name:	Contact Phone:
Contact Email Address:	
Signat	uro
I HEREBY CERTIFY that I am authorized to execute this Aphave direct knowledge of the facts stated above.	
Applicant Signature:	Date Signed:
Applicant Dignatures	July Olymon
Applicant Name:	Title:

(a)

Customor (Agonsu)

(b) NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Name:	ency)
	DBA:
Address:	City, State,
Zip:	City, State,
Contact Name:	Phone:
	ease describe your
purpose of us	
Definitions. (collectively, the Drivers Privacy "DPPA")	Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws e "GLBA"). Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the
represents and with applicable	ment Agencies Only: Review and, if appropriate, certify to the following: Custome warrants that it will use the LN Services solely for law enforcement purposes, which compl privacy laws including, but not limited to the GLBA and the DPPA. k here: Proceed to SECTION 3. QUALIFIED ACCESS
(c) SECTION 1	L. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW

ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

□ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE

USES (At least one (1) must be checked to be permitted access to GLBA data)

As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
In required institutional risk control programs.
In resolving consumer disputes or inquiries.
Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
In complying with federal, state, or local laws, rules, and other applicable legal requirements.

Contractual Documentation

To the extent specifically permitted or required under other provisions of law and in accordance with the
Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional
regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission),
self-regulatory organizations, or for an investigation on a matter related to public safety.

(d) SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

□ No permissible use. Proceed to SECTION 3. QUALIFIED

ACCESS (At least one (1) must be checked to be permitted access

to DPPA data)

For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only—
to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
Use by a government agency, but only in carrying out its functions.
Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
For use in providing notice to the owners of towed or impounded vehicles.
For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

Contractual Documentation

(e) SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

ting access to QA Data. Complete the sections below. using ERS prized user. Proceed to DRIVER'S LICENSE NUMBERS (At least one (1) must be shocked to receive Social Socurity Numbers)
ERS orized user. Proceed to DRIVER'S LICENSE NUMBERS
orized user. Proceed to DRIVER'S LICENSE NUMBERS
(At least one (1) must be shocked to receive Social Socurity Numbers)
(At least one (1) must be checked to receive Social Security Numbers)
r local government agency with law enforcement responsibilities.
ative unit, subrogation department and claims department of a private or public insurance purposes of detecting, investigating or preventing fraud.
tion for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as riate and lawful.
tment of a creditor.
any acting on behalf of a creditor or on its own behalf.
private entity for the purpose of detecting, investigating or preventing fraud. Describe your

Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

Location of individuals alleged to have failed to pay taxes or other lawful debts.

Other uses similar to those described above. Describe your use:

DRIVER'S LICENSE NUMBERS

support.

Identity verification.

Location of suspects or criminals.

Contractual Documentation

Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

Federal, state or local government agency with law enforcement responsibilities.
Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
Collection department of a creditor.
Collection company acting on behalf of a creditor or on its own behalf.
Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

Location of suspects or criminals.
Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
Location of individuals alleged to have failed to pay taxes or other lawful debts.
Identity verification.
Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

(f) SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

- No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS
- **I. Definitions.** For purposes of this Certification, these terms are defined as follows:
 - a. DMF Agreement: The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
 - **b.** Certification Form: The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and

MOTOROLA SOLUTIONS

- subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. DMF: The federal Death Master File.
- **d.** NTIS: National Technical Information Service, U.S. Department of Commerce
- **e.** Open Access DMF: The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. Limited Access DMF: Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(g) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose

•	irsuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access
	MF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable
pu	irposes that apply to Customer's use):
	Legitimate Fraud Prevention Interest: Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.
	Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty: Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is: Fraud Prevention and identity verification purposes For uses permitted or required by law For uses permitted or required by governmental rules For uses permitted or required by regulation For uses necessary to fulfill or avoid violating fiduciary duties

and

- (h) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (i) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

Contractual Documentation

The Parties agree that the following terms and conditions are applicable to Customer and ordering, access to, and use of Limited Access DMF:

- Compliance with Terms of Agreement and CFR. Customer of Limited Access DMF must comply with the terms of the DMF Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Customers may not further distribute the Limited Access DMF.
- 2. Change in Status. Should Customer's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Customer agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Customer cease to have access rights to Limited Access DMF, Customer shall destroy all Limited Access DMF, and will certify to LN in writing that is has destroyed all such DMF.
- 3. Security and Audit. Customer will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Customer understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Customer's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Customer and the person attempting such access. Customer will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Customer must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Customer agrees to be subject to audit by LN and/or NTIS to determine Customer's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Customer agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Customer will not resell or otherwise redistribute the Limited Access DMF.
- **4. Penalties.** Customer acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Customer to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
- **5. Law, Dispute Resolution, and Forum.** Customer acknowledges that this Addendum is governed by the terms of federal law. Customer acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.

- **6. Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Customer specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Customer.
- **7. Indemnification.** To the extent not prohibited by law, Customer shall indemnify and hold harmless NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Customer's, Customer's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
- **8. Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
- **9. Conflict of Terms.** Customer acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature Print Name	
Title	
Dated	(mm/dd/yy)

Software Products Addendum

This Software Products Addendum (this "SPA") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola") and the entity set forth in the signature in the MCA ("Customer"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties (the "MCA"), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This SPA governs Customer's purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties' Agreement. A "Software System" is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum ("SSA"), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum ("EPSLA"), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

2. Software Systems; Applicable Terms and Conditions.

- 2.1. On-Premise Software System. If Customer purchases an "on-premises Software System," where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in Section 5 On-Premises Software System Warranty (the "System Warranty"). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an "Add-On Subscription"). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.
- 2.2. On-Premise Software System as a Service. If Customer purchases an "on-premises Software System as a service," where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of Section 3 Software System Completion below.
- **2.3.** Cloud Hosted Software System. If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject

to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

- **2.4.** <u>Services</u>. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.
- Software System Completion. Any Software System described in an Ordering Document 3. hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"), which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.
- **4. Payment.** Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.
- 5. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in Section 2.1 On-Premises Software System, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and

conditions set forth in **Section 6 – Representations and Warranties**; **Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

- **6. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.
- **7. API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("**API**") offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.
- 8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.
- **9. Applicable End User Terms**. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.
- 10. Additional Terms for On-Premise Software System as a Service. The terms set forth in this Section 10 Additional Terms for On-Premise Software System as a Service apply in the event Customer purchases an on-premises Software System as a service under this SPA.
- **10.1.** <u>Transition to Subscription License Model</u>. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.
- **10.2.** <u>Transition Fee.</u> Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.
- **10.3.** <u>Software Decommissioning</u>. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter

Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

- 11. Additional Terms for CAD and Records Products. The terms set forth in this Section 11 Additional Terms for CAD and Records Products apply in the event Customer purchases any Computer Aided Dispatch ("CAD") or Records Products under this SPA.
- 11.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.
- **11.2.** <u>CJIS Security Policy</u>. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.
- **12. Additional Cloud Terms**. The terms set forth in this **Section 12 Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.
- **12.1.** <u>Data Storage</u>. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.
- **12.2.** <u>Data Retrieval</u>. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.
- **12.3.** <u>Availability.</u> Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.
- **12.4.** <u>Maintenance</u>. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

13. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.

Flex Maintenance and Support Addendum

This Flex Maintenance and Support Addendum ("Addendum"), is between Motorola Solutions, Inc., ("Motorola"), and <u>Dalton, GA</u> ("Customer").

For good and valuable consideration, the parties agree as follows:

Section 1: Definitions

- 1.1 "Coverage Hours" means the hours between 5:00 a.m. and 6:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Motorola.
- 1.2 "**Documentation**" means all written or electronic user documentation for the Software provided by Motorola to Customer. Documentation does not include Motorola marketing materials.
- 1.3 **"Enhancement"** means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Motorola may designate Enhancements as minor or major, depending on Motorola's assessment of their value and of the function added to the preexisting Software.
- 1.4 "**Error**" means any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Motorola, subject to the exceptions set forth in Section 4.
- 1.5 "Error Correction" means either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.6 "Primary Agreement" means the agreement to which this Addendum is attached.
- 1.7 "**Releases**" means new versions of the Software, including all Error Corrections and Enhancements.
- 1.8 "**Response Time**" means six (6) or less Coverage Hours, from the time Customer first notifies Motorola of an Error until Motorola initiates work toward development of an Error Correction.
- 1.9 **"Software"** means the package of Motorola computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, initially or subsequently licensed by Customer. Software also includes all Utilities, modifications, new Releases and Enhancements. "Software" specifically excludes Third Party Software, except to the extent otherwise expressly stated in this Addendum.
- 1.10 "System Application Administrator" means an agent of Customer appointed by Customer, who has been certified on the Software by Motorola, pursuant to the procedures set forth in Section 6 hereof, and is able to communicate effectively with Motorola support personnel in the description and resolution of problems associated with the Software.

- 1.11 "Support Term" means the entire period during which Customer is receiving support services for the Software under the terms of this Support Addendum, beginning on the installation date of the Software. Support services are included during the Software's Warranty Period, as defined in Section 6.1 of Motorola's Software License Agreement, which is the "Initial Support Term." Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the Software License.
- 1.12 **"Third Party Software"** means software owned by third parties, whether (i) licensed by the third party to Motorola for distribution to Motorola's customers with the Software, such as mapping software, database software, paging software or open source software, or (ii) separately acquired by Customer as necessary or appropriate for use in conjunction with the Software, such as word processors, spreadsheets, terminal emulators, etc.
- 1.13 "**Utilities**" means the software utilities and tools provided by Motorola as part of the Software, including Motorola's XML Query, ODBC interface and implementation code, ctperl, dbdump, and dbload, as well as any other software utilities provided by Motorola in connection with the Software.

Section 2: Eligibility For Support

- 2.1 **Support Termination.** Motorola's obligation to provide the support and maintenance services described in this Support Addendum with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Motorola's discretion, if at any time during the term of this Support Addendum any of the following requirements are not met:
- 2.1.1 The Software License must remain valid and in effect at all times:
- 2.1.2 The Software must be operated on a hardware platform, operating system and version approved by Motorola; and
- 2.1.3 Customer must be current on payment of maintenance and support fees.
- 2.2 **SAA Replacement.** Motorola may require Customer to appoint a new Motorola Application Administrator ("SAA") in order to continue receiving support services or increase Customer's support fees, if Motorola reasonably determines that the acting SAA does not have the training or experience necessary to communicate effectively with Motorola support personnel.

Section 3: Scope of Services

During the Support Term, Motorola shall render the following services in support of the Software, during Coverage Hours:

- 3.1 **Support Center.** Motorola shall maintain a Support Services Control Center capable of receiving from the SAA reports of any software irregularities, and requests for assistance in use of the Software.
- 3.2 **Services Staff.** Motorola shall maintain a trained staff capable of rendering support services set forth in this Support Addendum.

- 3.3 **Error Correction.** Motorola shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Motorola in accordance with Motorola's standard reporting procedures. Motorola shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Motorola shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction and Motorola shall include the Error Correction in all subsequent Releases of the Software. Motorola supports two (2) versions back from the most recent release version. However, Motorola may, but is not obligated to, provide Error Corrections for any version of the Software other than the most recent Release.
- 3.4 **Software Releases.** Motorola may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Motorola so elects, major Enhancements. Motorola reserves the right to require additional license fees for major Enhancements. Motorola shall provide Customer with one copy of each new Release, without additional charge. Motorola shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Motorola's current Fee Schedule.
- 3.5 **Enhancements.** Motorola shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Motorola and Customer.

Section 4: Services Not Covered by this Support Addendum

The services identified in this section are NOT covered by this Support Addendum. Motorola strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Motorola products. Motorola may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 **Third Party Products.** Motorola will not provide support for any third party products, including hardware, or support for hardware failure due to the use of any third party products. Motorola may in its discretion provide first-line support for Third Party Software distributed by Motorola; if not, Motorola will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 **Customized Interfaces and Software.** Motorola's standard support does not include support for any custom interfaces or other customized Software developed by Motorola or any third party for Customer. Support and maintenance services for customized Software are subject to an additional support fee, if agreed in writing between the parties. Such support and maintenance services include bug fixes and minor modifications to the custom interface or software. They do NOT include major revisions or rewrites, such as those required to make a custom interface work with a new or upgraded version of the applicable third party software. Custom interfaces and support therefore are specific to the designated version of the applicable third party software or system. Any major changes to such third party software or system will require a new custom quote for Motorola to modify the custom interface to work with the new version of the third party software or system. Motorola's support fees may also differ for the new version of the custom interface.

- 4.3 **Network Failures.** Motorola will not provide support for any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.4 **Data Recovery.** Motorola's standard support does not include restoration and/or recovery of data files and/or the operating system. Motorola will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.
- 4.5 **Unauthorized Use.** Motorola will not provide support where the problem arises out of any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Motorola to Customer for use in connection with the Software. Any assistance provided by Motorola in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Motorola's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Addendum, and/or loss of rights to upgrades under this Support Addendum.
- 4.6 **Database Modifications.** Motorola will not provide support for any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.7 **Misuse or Damage.** Motorola will not provide support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Motorola, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or Third Party Software or hardware malfunction.
- 4.8 **Operating System.** Motorola is not responsible for supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 **Onsite Visits.** Onsite service visits to Customer's facility by Motorola are subject to additional charges, as set forth in Section 7.5.
- 4.10 **Printers.** Motorola is not responsible for supporting printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Motorola.

Section 5: Obligations of Customer

5.1 **Software Connectivity.** Customer must maintain and provide, at no cost to Motorola, a CJIS-approved broadband internet connection to the server used with the Software, 24 hours per day, 7 days per week, to facilitate remote support utilities enabling Motorola support personnel to connect to and provide assistance with the server used with the Software. Third party connectivity tools, such as client VPN software, which must be installed on Motorola equipment, cannot be required by Customer.

- 5.2 **Customer Representative During Onsite Visits.** Customer's SAA or another authorized representative of Customer must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Motorola representative arrives onsite, the Motorola representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for Motorola's expenses relating to the visit. If Motorola's on-site support person determines that changes to Customer's system (hardware or software) are required or advisable, it will inform Customer's representative. If such representative is not authorized to make or approve changes to Customer's system, as applicable, Customer will promptly make available such a person.
- 5.3 **English Language.** All communications between Customer and Motorola must be in the English language.
- 5.4 **SAA Assignment.** Customer is responsible for providing one or more qualified Motorola Application Administrators as described in Section 6 hereof. At least one authorized representative, identified to Motorola by Customer in writing with contact information, must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Motorola.
- 5.5 **Security.** Customer is responsible for providing all network and server security.
- 5.6 **Error Information.** Customer must provide Motorola with information sufficient for Motorola to duplicate the circumstances under which an Error in the Software became apparent.
- 5.7 **CJIS Compliance.** Customer is responsible for its own adherence to the FBI Criminal Justice Information Services (CJIS) Security Policy, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (to the extent applicable) and any other applicable security and privacy laws and regulations. Motorola will reasonably cooperate with Customer in connection therewith.

Section 6: SAA and Support Contact Requirements

- 6.1 **Certification.** Customer's designated SAA must be certified by Motorola within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated SAA must meet the following requirements in order to certify at the basic level:
- 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:
- i. System Introduction Inquiry,
- ii. System Introduction Data Entry & Modification,
- iii. Basic System Administration, and
- iv. General training applicable to the Software used by Customer.
- 6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.
- 6.2 **SAA Training Costs.** Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.

- 6.3 **SAA** and **Support Contact Information.** Contact information for Customer's SAA(s) and other authorized support contacts must be provided by Customer to Motorola's Technical Services department. Any changes to Customer's SAA and support contacts names and contact information must be promptly provided to Motorola's support department.
- 6.4 **Qualifications.** Each designated SAA and Customer support contact must be qualified to address, or have other support resources to address, without the aid of Motorola, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

- 7.1 **Support Fees.** During the Initial Support Term, support services are included as part of the initial purchase price paid by Customer. Thereafter, Customer shall pay Motorola the applicable support fees or Motorola support invoice, and any other charges or fees described herein. Motorola reserves the right to change its support fee, effective upon no less than 90 days written notice to Customer prior to the end of the current annual period.
- 7.2 **Support Fee Invoices.** Motorola shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which those charges and expenses accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.
- 7.3 **Equipment Fees.** Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Software.
- 7.4 **After-Hours Charges.** Customer agrees to pay additional charges according to the Motorola Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.
- 7.5 **Onsite Support** If Customer requests onsite support services, Customer shall reimburse Motorola for all labor, travel, and related expenses incurred by Motorola in providing such support services.
- Additional Fees. Additional support fees may be required by Motorola if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred. Additionally, Motorola may adjust support fees based on changes in (1) additional licenses or modules purchased by Customer, (2) Customer's hardware, (3) the Coverage Hours selected by Customer, or (4) Customer's violation of the restrictions set forth in Section 4.5 hereof.

7.6.1 Inflation Adjustment. At the end of the first year of the Addendum and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 8: Termination

- 8.1 **Automatic Termination.** This Support Addendum shall automatically terminate immediately upon termination of the Software License for any reason.
- 8.2 **Termination by a Party.** Either party may terminate this Support Addendum as follows:
- 8.2.1 If either Motorola or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Addendum at the end of such Support Term; or
- 8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Addendum and the offending party has not cured such breach within the 30-day notice period.
- 8.3 **Final Invoicing upon Termination.** Following termination of this Support Addendum, Motorola shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

Section 9: General

9.1 **Incorporation of Additional Terms.** The terms of Section 2.1 (Products); Section 6.5 (Warranty Disclaimer); Section 8 (Limitation of Liability); Sections 9 & 10 (Confidentiality and Proprietary Rights); Section 12 (Disputes); and all of the General provisions in Section 13 are hereby incorporated into this Agreement by reference.

Maintenance, Support and Lifecycle Management Addendum

This Maintenance, Support and Lifecycle Management Addendum (this "MSLMA") is entered into between Motorola Solutions, Inc., with office at 500 W. Monroe, suite 4400, Chicago, IL 60661 ("Motorola") and the entity set forth in the signature block below or in the MCA ("Customer") and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [____] the ("MCA"). Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This MSLMA governs Customer's purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Ordering Document, related Services) from Motorola and will form part of the Parties' Agreement. In addition to the MCA, other Addenda may be applicable to the MSMLA, including the Equipment Purchase and Software License Addendum ("EPSLA"), with respect to Licensed Software and Equipment, and the Communications System Addendum ("CSA") as further described below. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) ("Maintenance and Support Services") and/or upgrade services ("Lifecycle Management") as further described in the applicable Ordering Documents.

3. Terms and conditions

3.1 Maintenance and Support services

- 3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.
- 3.1.2 Start Date. The "Start Date" for Maintenance and Support Services will be indicated in the applicable Ordering Document.
- 3.1.3 Auto Renewal. Unless the applicable Ordering Documents specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

- 3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.
- 3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Ordering Documents.
- 3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.
- 3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.
- 3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.
- 3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Ordering Documents.
- 3.1.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 Excluded Services.

- a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- b) Unless specifically included in this MSLMA or the applicable Ordering Documents, 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.

- 3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Ordering Documents. When Motorola performs maintenance, support, or installation 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 MSLMA or applicable Ordering Documents, 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 MSLMA or applicable Ordering Documents, 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.
- 3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 Lifecycle Management Services

- 3.2.1 The Software License terms included in the MCA and its Addendum applies to any Motorola Software provided as part of the Lifecycle Management transactions.
- 3.2.2 The term of this MSLMA is ______ years, commencing on _____, 201_. The Lifecycle Management Price for the ____ years of services is \$____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Ordering Documents, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.
- 3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Because there might be a significant time frame between when this MSLMA is executed and when a Communications System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.
- 3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered, in accordance with the EPSLA, and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.
- 3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on Communications System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The

ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Ordering Documents.

- 3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Ordering Documents, the following apply:
 - a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
 - b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
 - c) Unless specifically included in this MSLMA or the applicable Ordering Documents, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; 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.
 - d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.
- 3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.
- 3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the ___ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the <u>last three years of service payments related</u> to the ___ year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

4. Payment

- 4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.
- 4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

END



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/17/22

Agenda Item: Lease with Latin American Association for Mack Gaston

Community Center

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney?

Yes

Cost: \$1.00/year plus Utilities, etc.

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Lease Agreement with the Latin American Association (LAA) for office space at the Mack Gaston Community Center.

LEASE AGREEMENT

Georgia, Whitfield County.

THIS LEASE AGREEMENT ("this Lease") made and entered into this the _____ day of October 2022, by and between the City of Dalton, Georgia (the "Lessor"), and the LATIN AMERICAN ASSOCIATION, INC., a Georgia non-profit corporation (the "Lessee").

WITNESSETH:

- 1. PREMISES. Lessor, for the consideration of the rents, covenants, agreements and stipulations herein contained to be kept and performed by Lessee, hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, at the rent and upon the conditions herein set forth, the premises located within the Community Center at 218 N. Fredrick Street, Dalton, Georgia (the "Building") as more particularly described as, initially, the pink highlighted areas, and, after the Dalton Parks and Recreation Department submits notice as explained below, the pink and light blue highlighted areas, shown on drawings attached hereto as Exhibit "A," and incorporated herein by reference, together with all appurtenances thereto (the "Premises"), including the non-exclusive use of the parking lot, the common areas (excluding recreational areas), and the trash dumpster provided by the Lessor. Lessee's use of the parking lot and common areas is limited to the uses available to the public in general. Lessee's use of the parking lot and common areas is limited to the uses available to the public in general. Lessee acknowledges and understands that the Dalton Parks and Recreation Department will be occupying the light blue highlighted areas shown on Exhibit A for an undetermined period while their new office space is under construction. Lessee accepts that it may only take possession of the light blue highlighted office space on Exhibit A after receiving written notice from the Director of the Dalton Parks and Recreation Department that the space is no longer being used for their purposes. Lessee acknowledges that all common areas including breakrooms and restrooms are shared spaces with other tenants of the Mack Gaston Community Center including the DEO Clinic. Lessee accepts the Premises, its HVAC, electrical, plumbing and all other systems "as-is".
- 2. PURPOSE. The Premises shall be used and occupied by Lessee in connection with the Lessee's operation of its non-profit work in providing services including direct intervention, financial assistance, coaching, prevention, and education to the Latino community with an emphasis on those with limited income, limited English proficiency, and a risk of homelessness.
 - 2.1. Lessee agrees that for five consecutive days per week, it will hold itself open to perform all duties and responsibilities of as are necessary to achieve the above stated purpose for at least 8 regularly scheduled hours per day. Lessee will not reduce or otherwise change its hours of operation without the consent of Lessor.
 - 2.2. Lessee further agrees to provide Lessor at least quarterly during the Lease term a report showing the number of residents provided service by the Lessee on the Premises during the quarter. This report should include the number of referrals and the number of different services provided.
- 3. TERM. The term of this Lease shall be for three (3) years to commence on October _____, 2022 and to terminate on October _____, 2025 at midnight, unless sooner terminated by a breach of the terms and conditions of this Lease by Lessee, or by abandonment of the Premises by Lessee, or by the mutual, written consent of Lessor and Lessee. Lessee shall surrender the Premises to Lessor immediately upon the termination of the lease term. Lessee shall have the option to renew the Lease for an additional three (3) year term with written notice to Lessor ninety (90) days prior the expiration of the original Lease term. This right to renew the lease shall be subject to the Lessor's option to opt out. If the Lessor decides to opt out of a lease extension, it must notify the Lessee forty-five (45) days prior to the expiration of the original Lease term.

- **4. RENT**. Lessee agrees to pay Lessor as rental for the use of the above described Premises the sum of \$1.00 per year.
- **5. ADDITIONAL RENT.** Lessee agrees to pay as rent, in addition to the minimum rental reserved in Paragraph 4 hereinabove, the following:
- 5.1. Any and all sums which may became due by reason of the failure of Lessee to comply with all covenants of this Lease, Lessee agreeing to pay any and all damages, costs or expenses which Lessor may suffer or incur by reason of any default of Lessee or failure on its part to comply with the covenants of this Lease; and any and all damages to the Premises caused by any intentional or negligent act of Lessee or Lessee's agents or invitees.
- 5.2. Lessee shall pay to Lessor a share of utilities during the lease beginning October ______, 2022 a prorate share of utilities for the facility of 5% calculated based on a \$60,000 annual budget (\$3000 or \$250/month).
- 6. LESSEE'S RIGHT TO ALTER AND IMPROVE. Lessee shall have no right at its own expense from time to time during the lease term to alter or improve the Premises without the prior written consent of the Lessor. Upon termination of this Lease, any such permitted improvements shall be the property of Lessor.
- 7. GOOD TITLE. Lessor warrants that it has fee simple title to the Premises and that the Premises shall be delivered to the Lessee free and clear of all claims, obligations, tax assessments, liens and encumbrances whatsoever, except any and all mortgages, deeds to secure debt, deeds of trust or other instruments in the nature thereof which may now or hereafter affect or encumber Lessor's title to the Premises and all modifications, renewals, consolidations, extensions or replacements thereof, herein referred to as "Lessor's Mortgage."
- **8. AFFIRMATIVE COVENANTS AND RESPONSIBILITIES OF LESSEE**. Lessee covenants and agrees that Lessee will, without demand:
 - 8.1. Keep the Premises reasonably clean and free from all rubbish, dirt and other matter;
 - 8.2. Be responsible for day-to-day upkeep and janitorial services within the premises;
- 8.3. Comply with any requirements of any of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to Lessee to or for Lessee's use of the Premises and save Lessor harmless from penalties, fines, costs or damages resulting from the failure to do so;
- 8.4. Give to Lessor prompt written notice of any accident involving persons other than agents or employees of Lessee, fire or damage occurring on or to the Premises;
- 8.5. At the termination of this Lease, remove any signs, improvements of a non-permanent nature, projections or devices placed upon the Premises at or prior to the expiration of this Lease. In case of breach of this covenant, in addition to all other remedies given to Lessor in case of breach of any condition or covenant of this Lease, Lessor shall have the privilege of removing said improvements, signs, projections, or devices and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor;

- 8.6. Comply with all applicable environmental laws which is defined as all federal, state, and local laws, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder and other governmental requirements relating to pollution, control of chemicals, storage and handling of petroleum products, management of waste, discharges of materials into the environment, health, safety, natural resources, and the environment, including laws relating to emissions, discharges, releases, or threatened release of pollutants, contaminants or chemical, industrial, hazardous, or toxic materials or wastes into ambient air, surface water, ground water, on lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or waste.
- 8.7. Indemnify Lessor against all expenses, liabilities and claims of any kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either:
 - (A) A failure by Lessee to perform any of the terms or conditions of this Lease;
 - (B) Any injury or damage happening on or about the demised Premises;
 - (C) Failure to comply with any law of any governmental authority; or
 - (D) Any mechanic's lien or security interest filed against the Premises as a result of any actions or conduct of Lessee at or with respect to the Premises; and
- 8.8. Secure any and all permits for such use as Lessee intends to make of the Premises prior to the effective date of this Lease, and upon obtaining such permit, Lessee shall not use the demised Premises in any manner not inconsistent with or in violation of such permit.
- 8.8 At the expiration of the lease term, surrender the Premises in as good condition and repair as the same shall be at the time possession thereof is taken by Lessee, normal wear and tear excepted.
- 8.9 Only allow its employees, agents, or individuals accompanied by its employees or agents into the premises.
- 9. AFFIRMATIVE COVENANTS AND RESPONSIBILITIES OF LESSOR. Lessor covenants and agrees that Lessor will, without demand:
- 9.1. At Lessor's own expense maintain the Building, including without limitation, the systems therein and the fixtures attached thereto, in good order and repair.
- 9.2. Grant Lessee, its agents and employees access to the Premises at all times reasonable or necessary for Lessee to conduct its business, including use of any security system restricting access thereto.
- 9.3. Allow Lessee to erect internal signage on the Premises, subject to the Lessor's consent thereto which shall not be unreasonably withheld. Any signage placed by Lessee will consistent to the existing signage and architectural style of the Building.
- 10. NEGATIVE COVENANTS OF LESSEE. Lessee covenants and agrees that it will do none of the following things without the consent in writing of Lessor first had and obtained:

- 10.1. Occupy the Premises in any other manner or for any other purpose than as set forth herein; and
- 10.2. Assign, mortgage or pledge, or sublease this Lease; nor shall any permitted assignee assign, mortgage, pledge or sublease this Lease without the written consent by the Lessor, and without such consent no such assignment, mortgage, pledge or sublease shall be valid. Lessor will not unreasonably withhold such consent.

11. ADDITIONAL COVENANTS:

- 11.1. Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption of the use of the Premises, or the termination of this Lease by reason of the destruction of the Premises.
- 11.2. It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any zoning ordinances or regulation for such use as Lessee intends to make of the Premises, and nothing in this Lease contained shall obligate Lessor to assist Lessee in obtaining said permits.
- 11.3. It is hereby covenanted and agreed by and between the parties that any law, usage or custom to the contrary notwithstanding, Lessor shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Lessor in refraining from so doing at any time or times, and further, that the failure of Lessor at any time or times to enforce Lessor's right under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions or covenants of this Lease, or as having in any way or manner modified the same.
- 11.4. Lessee agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Lessee's use thereof, in an amount periodically adjusted to conform with the then current standard business practices for comparable business operations but in no case less than \$1,000,000 in combined single limit coverage for bodily injury or death, personal injury and property damage. Lessee shall designate Lessor as an additional named insured on said policy. Lessee shall provide Lessor with copies or evidence of such insurance coverage prior to the commencement date of the Lease and annually thereafter.
- 11.5. Lessor and Lessee shall, through the term of this Lease, or any extension thereof, maintain fire and extended coverage insurance on their respective property located in and about the Premises or the Building in such amounts, and with such deductibles as each shall determine. Lessee agrees that all personal property of whatever kind it may be at any time in the Premises or the Building shall be at Lessee's sole risk or at the risk of those claiming through Lessee and that Lessor shall not be liable for any damage to or loss of such personal property except if arising from or caused by the fault or negligence of Lessor.
- 12. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute Events of Default:
- 12.1. Any part, portion or component of the Rent, or any other sums payable under this Lease are not received when due;

- 12.2. The Premises are deserted, vacated, or not used as regularly or consistently as would normally be expected for similar premises put to the same or similar purposes as set forth in Paragraph 2, even though Lessee may continue to pay Rent;
- 12.3. Any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Code, and, in the case of a petition filed against Lessee, such petition is not dismissed within thirty (30) days after the date of such filing;
 - 12.4. Lessee becomes insolvent or transfers property in fraud of creditors;
 - 12.5. Lessee makes an assignment for the benefit of creditors;
 - 12.6. A receiver is appointed for any of the Lessee's assets; or
- 12.7. Lessee breaches or fails to comply with any term, provision, condition or covenant of this Lease, other than the payment of Rent.
- 13. **REMEDIES**. Upon the occurrence of an Event of Default which is not cured by Lessee within thirty (30) days after written notice by Lessor of such default, Lessor may do or perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or by this Lease:
- 13.1. Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may, without prejudice to any other remedy Lessor may have either by law or by this Lease obtain a writ of Possession and enter upon the Premises and remove Lessee and Lessee's personal property without being liable to Lessee in any manner whatsoever for damages therefor. Lessee shall be liable to Lessor for and shall indemnify and hold Lessor harmless from and against all cost, loss, or damage which Lessor may suffer by reason of such termination of this Lease, whether through inability to re-let the Premises, through a decrease in rent received, by damage to the Premises, or otherwise; or
- 13.2. Lessor may enter the Premises if abandoned and remove the Lessee and its personal property, by force, if necessary, without being liable in any manner whatsoever for such acts, and may relet the Premises as the agent and receive such rent therefore. In such event, Lessee shall be liable to Lessor for any deficiency which may arise by reason of such re-letting during the remainder of the lease term as set forth herein. Lessor may include without limitation, brokerage commissions and attorney's fees incurred in re-letting the Premises and any and all costs and expenses incurred in renovating or altering space to make it suitable for re-letting in computing Lessor's costs, losses or damages for which Lessee is liable as set forth above. The proceeds of such re-letting shall be first applied to such costs and expense, then to the payment of Rent and all other indebtedness of Lessee to Lessor hereunder, with balance, if any, to be held by Lessor to be applied in payment of future Rent and all other such indebtedness as same becomes due and payable throughout the lease term hereunder.
- 14. REMEDIES CUMULATIVE. All of the remedies hereinbefore given to Lessor and all rights and remedies given by law or in equity to Lessor shall be cumulative and concurrent. No termination of this Lease or the taking or recovering of the Premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time of which under the terms hereof would in the future become due as if there had been no termination, or for any and all sums due at the time, or which under the terms hereof would in the future become due as if there had been no termination, nor shall bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of Lessor's right to obtain possession of the Premises.

- 15. LEASE CONTAINS ALL AGREEMENTS. It is expressly understood and agreed by and between any parties hereto that this Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the promises, agreements, conditions and understandings between Lessor, or Lessor's agents, and Lessee relative to the demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.
- 16. PARTIES BOUND. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective successors and permitted assigns of said parties, and the word "Lessee" shall be deemed to and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease shall be given by or to anyone thereof, and shall ever have the same force and effect as if given by or all thereof. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as herein provided.
- 17. CONDEMNATION. If the whole of the leased Premises or such portion thereof as will make Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Lessor and Lessee as of that date.

18. NOTICES.

18.1. Except for legal process which may also be served as by law provided, all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when hand delivered or three (3) days after deposited, postage prepaid, with the United States Postal Service (or its official successor), certified, return receipt requested, properly addressed as follows:

To Lessee: Latin American Association 2750 Buford Hwy NE, Atlanta, GA, 30324

To Lessor: City of Dalton Attention: Andrew Parker, City Administrator 300 W. Waugh Street Dalton, GA 30720

Such addresses may be changed from time to time by either party by notice to the other.

- 18.2. Lessee hereby designates and appoints as its agent to receive notice of all dispossessory or distraint proceedings the person in charge of or occupying the Premises at the time such notice is given, or, if there is no such person, then such service of notice may be made by attaching it on the main entrance of the Premises.
- 19. HOLDING OVER. In no event shall there be any renewal of this Lease by operation of law, and if Lessee remains in possession of the Premises after the termination of this Lease and without the execution of a new lease, Lessee shall be deemed to be occupying the Premises as a hold-over tenant (or a tenant at

sufferance). Lessor shall have the option to 1) terminate this Lease by written notice to Lessee or 2) if the Premises are abandoned, without terminating this Lease, to enter upon and take possession of Premises, removing all persons and property therefrom and as Lessee's agent, to re-rent Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee shall be liable to Lessor for any deficiency between all rental due hereunder and the price obtained by Lessor on such re-letting. Such termination shall not release Lessee from liability for any unpaid rentals under this Lease, past or future.

- **20.** NO ESTATE IN LAND. This Lease creates the relationship of landlord and tenant between Lessor and Lessee. No estate shall pass out of Lessor, and Lessee has only a usufruct which is not subject to levy and sale.
- 21. SEVERABILITY. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Lessor may terminate this Lease.
- 22. CAPTIONS. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 23. SUCCESSORS AND ASSIGNS. The provisions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective successors and permitted assigns.
- 24. STATE LAW. The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.
- **25. TIME IS OF THE ESSENCE**. Except as otherwise specifically provided herein, time is of the essence of this Lease.
- **26. EXECUTION**. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and shall be admissible into evidence or used for any purpose without the production of the other counterparts.
- 27. PEACEFUL POSSESSION. Subject to paragraph 28 below, so long as Lessee observes and performs the covenants and agreements contained herein, it shall at all times during the lease term hereunder peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.
- **28. DAMAGE TO PREMISES.** If the Premises or Building is damaged by storm, fire, lightning, earthquake or other casualty Lessor shall incur no liability to Lessee and shall have no obligation to restore the Premises to substantially the same condition as before such damage. Lessee shall have the option to terminate this Lease if Lessor elects not to repair such damage.
- 29. OPT OUT. The Lessor may for any reason, including convenience, decide to terminate the lease prior to the expiration of the Lesse term by serving notice on the Lessee ninety (90) days prior to the proposed termination date. If the Lessee has prepaid any Rent or Additional Rent, a prorated portion of that payment shall be returned to the Lessee.

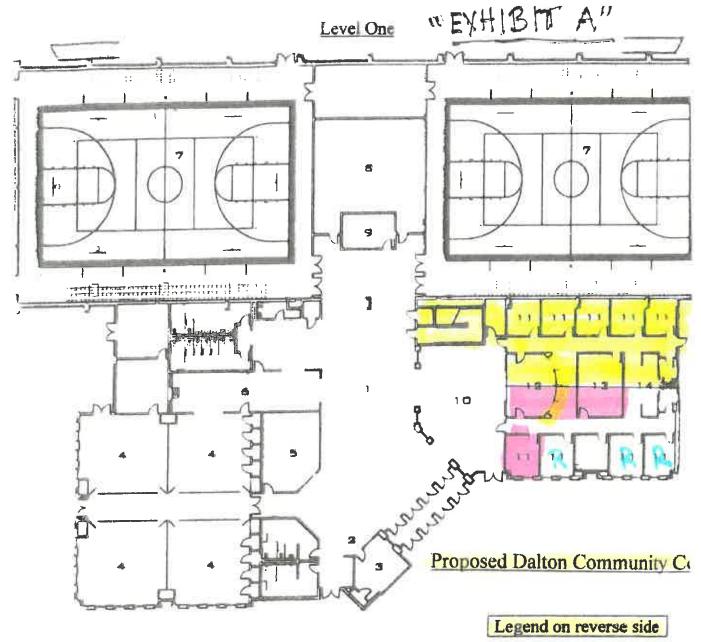
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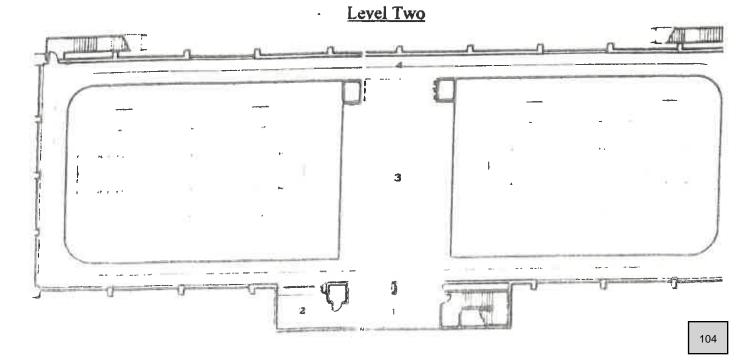
IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

LESSOR:				
The City of Dalton, Georgia				
By:				
1144 01				
Attest:				
City Clerk				
LESSEE:				
Latin American Association, inc.				
By: ARM				
Santiago Marquez				

CEO

EXHIBIT "A"







CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/17/22

Agenda Item: Resolution 22-12 Purchase of Real Property at 133

Huntington Road

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved

by City Attorney?

Yes

Cost: \$709,000

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Resolution 22-12 Authorizing the Purchase of Real Property Located at 133 Huntington Road.

CITY OF DALTON RESOLUTION

Resolution No. 22-12

RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY located at 133 Huntington Drive

WHEREAS, the Mayor and Council of the City of Dalton has determined that it is consistent with the best interests of the City of Dalton and its citizens that the City of Dalton purchase for public use certain real property located at 133 Huntington Drive as described in Exhibit "A" (the "Property") from Charles Y. and Laura J. Allgood, a Georgia resident (the "Seller"), as provided for in the Sales Contract

WHEREAS, the City of Dalton, under the authority of the Charter of the City of Dalton Sections 4-8(f) and 4-8(r) is authorized to acquire real property for public use;

WHEREAS, the City of Dalton obtained an appraisal by a Georgia licensed real estate appraiser to determine the fair market value of the Property;

WHEREAS, the Seller has agreed to the proposed terms of sale as provided in the Sales Contract;

WHEREAS, the City of Dalton has determined that the terms of the Sales Contract, including the proposed sales price of \$709,000.00 and a lease agreement for a term of 10 months, are fair and just compensation for the purchase of the Property;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton, as follows:

THAT the City of Dalton hereby approves the proposed terms of sale as provided in the Sales Contract.

THAT the City of Dalton hereby approves the proposed the terms as provided in the Lease Agreement

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to enter into the Sales Contract, Lease Agreement, and any and all documents necessary to consummate the proposed purchase of the Property.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and empowered to take such actions and to execute for and on behalf of the City of Dalton any and all documents as may be necessary or desirable to accomplish and effect the Sales Contract and Lease Agreement and these Resolutions; and such documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City of Dalton and as approved as to form by the City Attorney, and the execution of such documents by the Mayor as herein authorized shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Mayor in connection with the Sales Contract which are in conformity with the purposes and intents of these Resolutions and in the furtherance of the transactions contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

BE IT FURTHER RESOLVED, that the signature of the Mayor to the Sales Contract and other documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such documents on behalf of the City of Dalton.

BE IT FURTHER RESOLVED, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton's seal appearing on the Sales Contract and other documents executed in connection with any of the foregoing Resolutions.

BE IT FURTHER RESOLVED, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to record this approved Resolution in the minutes of the City Council.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton.

ADOPTED AND APPROVED on	the day of October, 2022, at the	he regular meeting of the	
Mayor and Council of the City of Da	alton.		
The foregoing Resolution received it	ts first reading on	. A motion for passage	
of the Resolution was made by Cour	second by Council		
person	and upon the question the vote is	ayes,	
nays and the Resolution	n is adopted.		
Attest:	CITY OF DALTON,	CITY OF DALTON, GEORGIA	
CITY CLERK	Y CLERK MAYOR		

EXHIBIT "A"

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 235 in the 12th District and 3rd Section of Whitfield County, Georgia, together with improvements thereon, being Lot 55 of Dickson Acres Subdivision, No. 2, as per plat of said subdivision recorded in Plat Book 4, Page 137, Whitfield County, Georgia Land Records, reference to which is hereby made for a more detailed and particular description thereof.

ALSO, that certain Easement as described in that certain instrument from T. H. McCamy and Juliet C. McCamy to Joseph Szollosi dated September 16,1980 and recorded in Deed Book 646, Page 11, Whitfield County, Georgia Land Records.

Tax ID: 12-234-03-029

SALES CONTRACT

The undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell any and all interest in and to that tract or parcel of land, with such improvements as are located thereon, described as follows.

Location/Mailing Address of 133 Huntington Drive, Dalton, Georgia Whitfield County Tax Parcel No.: 12-234-03-029 More particularly described:

All that tract or parcel of land lying and being in Land Lot No. 235 in the 12th District and 3rd Section of Whitfield County, Georgia, together with improvements thereon, being Lot 55 of Dickson Acres Subdivision, No. 2, as per plat of said subdivision recorded in Plat Book 4, Page 137, Whitfield County, Georgia Land Records, reference to which is hereby made for a more detailed and particular description thereof.

ALSO, that certain Easement as described in that certain instrument from T. H. McCamy and Juliet C. McCamy to Joseph Szollosi dated September 16,1980 and recorded in Deed Book 646, Page 11, Whitfield County, Georgia Land Records.

Together with all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached thereto.

The Purchase price of said property shall be **SEVEN HUNDRED AND NINE THOUSAND DOLLARS (\$709,000.00)**.

Purchase price to be paid as follows: **PROCEEDS TO SELLER AT CLOSING AFTER ALL LIENS AND ENCUMBERANCES, IF ANY, ARE PAID IN FULL.**

Seller warrants that Seller Presently has title to said property, and at the time the sale is consummated, Seller agrees to convey good and marketable title to said property to Buyer by Warranty Deed, subject only to (1) zoning ordinances affecting said property, (2) general utility easements of record serving said property, (3) subdivision restrictions of record, (4) leases, other easements, other restrictions and encumbrances specified in this contract.

Buyer, if s/he elects, shall move promptly and in good faith after acceptance of this contract to examine title and to furnish Seller with a written statement of objections and if Seller fails to satisfy such valid objections within fifteen calendar

days, then at the option of Buyer, evidenced by written notice to Seller, this contract shall be null and void. Marketable title as used herein shall mean title which a title insurance company licenses to do business in the State of Georgia, as selected by Buyer, will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein.

Closing and pertinent documentation shall be handled by office of the CITY ATTORNEY. All parties hereto shall execute, at sale consummation, all paperwork the attorney deems necessary to carry out the terms of this contract.

Buyer, Buyer's agents, or representatives, at Buyer's expense and at reasonable times after normal business hours or by appointment only during business hours, shall have the right to enter upon the property for the purpose of inspecting, examining (including soil boring), testing, and surveying the property. Buyer assumes all responsibility for the acts of Buyer, Buyer's agents, or representatives in exercising Buyer's rights under this paragraph and agrees to hold Seller harmless for any damage resulting therefrom.

Seller warrants that when the sale is consummated the improvements on the property will be in the same condition as they are on the date this contract is signed by Seller, natural wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then at the election of the Buyer (a) the contract may be cancelled with earnest monies returned to it, or (b) Buyer may consummate the contract and receive such insurance as is paid on the claim of loss. This election is to be exercised within ten (10) days after the Buyer has been notified in writing by Seller of the amount of insurance proceeds, if any, Seller will receive on the claim of loss; if Buyer has not been notified of said amount within forty five (45) days subsequent to the occurrence of such damage or destruction, Buyer may, at Buyer's option, cancel the contract and collect all earnest monies paid.

Time is of the essence with regard to this agreement.

This contract shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns.

The interest of parties to this contract may NOT be transferred or assigned to a thirty party.

This contract constitutes the sole and entire agreement between the parties hereto and no modification of the terms of this contract shall be binding unless in writing and attached hereto, signed by all parties to this agreement. No representation,

promise, or inducement not included in this contract shall be binding upon any party hereto. Any and all other agreements, whether oral or written, with terms other than those herein are hereby declared null and void by all parties hereto.

The Buyer shall withhold from the Purchase price an amount equal to the suspect property's 2021 property tax. The Seller shall owe to the Buyer the difference between the 2022 and 2021 property tax for the suspect property provided that the 2022 property tax assessment is greater than the 2021 property tax assessment. Such difference shall be due to the buyer upon the Seller's receipt of notice of the 2022 property tax assessment.

Buyer shall pay State of Georgia property transfer tax at closing.

Sale shall be closed on or before October 30, 2022.

Buyer agrees to allow Seller to retain possession of the premises until 12:00 p.m. on the date of closing.

Buyer and Seller agree to enter into a separate lease agreement for 10 months at a rate of \$100 per month. Additional terms of the lease shall be governed by said agreement.

Seller may, at their discretion, remove any fixtures from the property prior to surrendering possession

[SIGNATURES ON FOLLOWING PAGE]

Agreed and accepted this 13th day of_	<u>October</u> , 2022.
SELLER: Charles Y. Migood	Laura J. Allgood
Signed sealed and delivered this day of October, 2022 in the presence of: Witness Notary Public	N S A DO NO S A
BUYER:	
	Attest:
Mayor, City of Dalton	City Clerk

LEASE AGREEMENT

GEORGIA, WHITFIELD COUNTY

THIS AGREEMENT, Made this 18th day of October, 2022, between The City of Dalton, Georgia, A political subdivision of the State of Georgia (hereinafter called Lessor) and Charles Y. and Laura J. Allgood jointly and severally, (hereinafter collectively called Lessee).

WHEREAS Lessee has sold the property at 133 Huntington Road, Dalton, Georgia, to Lessor.

WHEREAS a negotiated agreement for the aforementioned sale provided for a ten-month lease between Lessee and Lessor.

WHEREAS the Mayor and Council have determined that this lease, considered as part of the same transaction as the aforementioned sale, is for fair value.

WHEREAS it is the Lessor's intent to level the structure on the property at the end of said lease term.

WITNESSETH:

- 1. <u>Property and Term.</u> Lessor does hereby rent and lease to Lessee that certain property, together with improvements thereon, known as 133 Huntington Road, City of Dalton, Whitfield County, Georgia, (hereinafter "the Premises"), for a term commencing on the 18th day of October, 2022, and ending on the 18th day of August, 2023, at midnight.
- 2. <u>Rental Payments</u>. Lessee covenants and agrees to pay to Lessor promptly on the 1st day of each rental month, in advance, during the term of this lease, a monthly rental of \$100.
- 3. <u>Deposit</u>. Lessee covenants and agrees to pay to Lessor contemporaneous with the execution hereof the sum of \$0 as a security deposit to be held by Lessor during the term of this lease and applied as hereafter described. Upon the termination of this lease, said deposit shall be applied by the Lessor, first to defray the expense of repair to any unusual damages caused to the Premises by Lessee, its family, or invitees; secondly, to defray the expense of clean up of the Premises, if any; with the balance, if any, to be refunded to Lessee.
- 4. <u>Repairs</u>. Lessee accepts Premises in its present condition and as suited for the use intended by Lessee. Lessor shall not be required to make any repairs or improvements to Premises, except structural repairs necessary for safety and tenantability. Lessor shall keep in good order the roof and

exterior walls. Lessee shall protect heating, water, sewer and electrical systems against freezing or other damage, and shall repair, at his own expense, any damage to said systems caused by freezing or due to neglect of Lessee, its family and invitees. Lessee shall also be responsible for repairs to all glass and plate glass, as well as all electric and plumbing fixtures.

- 5. <u>Use of Premises</u>. Premises shall be used for residential purposes by Lessee and for no other purposes. They shall not be used in violation of any restrictions on the use of Premises, whether pursuant to zoning laws now in effect or hereafter ordained; nor shall they be used in violation of any laws, ordinances, or regulations of any governmental body, nor so as to create a nuisance, nor to vitiate or increase the rate of insurance on the Premises.
- 6. <u>Utilities.</u> Lessee shall pay all bills for water, sewer, garbage collection, gas, electricity, fuel, light, heat or power, for Premises or used by Lessee in connection there with. If Lessee does not pay the same, Lessor may pay the same and such payment shall be added to the rental of the Premises.
- 7. Cancellation of Lease. If Lessee defaults in paying said rent; or if Lessee fails to abide by and perform any of the obligations resting upon him/her under this lease, then Lessor at its option may at once terminate this lease by written notice to Lessee, and initiate any and all eviction procedures available to it by law.
- 8. No Assignment and Subletting. Lessee shall not assign this lease or sublet the Premises or any part thereof.
- 9. <u>Destruction of Premises</u>. If the Premises are totally destroyed by fire, storm, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Lessee as of that date.
- 10. <u>Hold Harmless Agreement.</u> Lessee agrees to indemnify and save harmless the Lessor against all claims for damages to persons or property by reason of the use or occupancy of the leased Premises, and all expenses incurred by Lessor because thereof, including attorney's fees and court costs.

11. **Time of Essence**. Time is of the essence of this agreement.

12. Insurance. Lessor shall be responsible for insurance on the Premises against fire and

windstorm. Lessee shall be responsible for any insurance necessary to cover its personal property.

13. <u>Fixtures</u> as negotiated in the sale of the premises between these parties, the Lessee may

take with it, any and all fixtures prior to surrendering possession of the premises.

14. Entire Agreement. This instrument contains the entire agreement of the parties and no

representations, inducement, promises, or agreements, oral or otherwise, between the parties not

embodied herein, shall be of any force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and

year first above written.

David Pennington Mayor: Dalton, GA LESSOR

City Clerk

LESSEE

Address: 133 Hustington Rd.

DAD TON , 6A 30 720

LESSEE

Address: 13 Hentington Bd.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/17/2022

Agenda Item: Service Delivery Strategy Agreement Updates

Department: City Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney?

Yes

Cost: N/A

Funding Source if Not N/A

in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

As required by OCGA 36-70-20, Whitfield County and all municipalities located therein shall participate in the development of a Service Delivery Strategy (SDS) through which the County and municipalities shall create a service delivery system which is efficient, effective, and responsive to the Citizens and for purposes of avoiding overlapping and duplication of service delivery.

Many of the existing SDS Agreements are over 20 years old and are out of date as to the existing service delivery practices. Additionally, the current service delivery extension expires on October 31, 2022, thus requiring a new extension.

The following SDS Agreements have been updated: Airport Services, Animal Control, Building Inspection, Cemetery, Convention and Tourism Promotion, Court Services, E911, Elections, EMS (Ambulance Services), Fire Fighting and Prevention, First Responder, GIS, Inmate Housing, JDA, Law Enforcement, Northwest GA Trade and Convention Center, Public Health Services, Recreation, Senior Center, Sewer, Solid Waste Disposal, Tax Collection, and Water

PUBLIC WORKS AIRPORT FACILITIES

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among Whitfield County, Georgia, a body politic and political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia (hereinafter referred to as the "County"), and the City of Dalton, the City of Tunnel Hill, the City of Varnell, and the Town of Cohutta, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia (hereinafter referred to as "the Cities" and individually as "City" or "Town";

WHEREAS, OCGA §§ 36-70-20 through 36-70-28, mandate that Whitfield County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, OCGA § 36-70-24(1), mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, OCGA § 36-70-25, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in the Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Airport Facilities within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements

The City of Dalton is the sole provider of airport service within Whitfield County. The City of Dalton provides this service through the Dalton Airport Authority, which the City of Dalton established in January, 1987. The City of Dalton appoints a five (5) member Board of Directors to oversee the operations of the Airport Authority.

The Dalton Airport Authority's purposes are, without limitation, the control, operation, and general management of existing airports and landing fields which the City of Dalton now owns, or may acquire and/or develop in the future.

2. <u>Future Service Delivery Strategy</u>

The parties hereto agree that the current service delivery arrangements described above are efficient, effective and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of airport service to Whitfield County, as the City of Dalton is the sole provider of said service.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-

Witness our signatures, this	day of October, 2022.
Whitfield County, Georgia	
By:	
Jevin S. Jensen, Chairman	
City of Dalton, Georgia	
By:	
David Pennington, Mayor	
City of Tunnel Hill, Georgia	
By:	<u> </u>
Ken Gowin, Mayor	
City of Varnell, Georgia	
By:	
Tom Dickson, Mayor	
Town of Cohutta	
By:	_

Ron Shinnick, Mayor







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs

should be reported to the Department of Community Affairs.	essary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
1. Check one box that best describes the agreed u	pon delivery arrangement for this service:
	including all cities and unincorporated areas) by a single service provider. authority or organization providing the service.): Type Name of
	orporated portion of the county by a single service provider. (If this box is ganization providing the service.): Type Name of Government, Authority
	e only within their incorporated boundaries, and the service will not be checked, identify the government(s), authority or organization providing the or Organization Here
	e only within their incorporated boundaries, and the county will provide the ecked, identify the government(s), authority or organization providing the cy or Organization Here
	gible map delineating the service area of each service provider, and nization that will provide service within each service area.): Type Name of
2. In developing this strategy, were overlapping ser identified?	rvice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docu	imentation as described, below)
□No	
	, <u>attach an explanation for continuing the arrangement</u> (i.e., G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that e eliminated).
If these conditions will be eliminated under the stra	tegy, attach an implementation schedule listing each step or action that

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?		
Provide Details Here		
5. List any formal service delivery this service:	agreements or intergovernmental contracts that	will be used to implement the strategy for
Agreement Name	Contracting Parties	Effective and Ending Dates
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
	v) will be used to implement the strategy for this strate or fee changes, etc.), and when will they take	
7. Person completing form: Type Phone number: Type Your Pho	one Number Here Date completed: Type D	
	be contacted by state agencies when evaluating verwice delivery strategy? Tes No	whether proposed local government
If not, provide designated conta	ct person(s) and phone number(s) below: E & PHONE HERE	

PUBLIC SAFETY

ANIMAL SHELTER AND ANIMAL CONTROL SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, made and entered into this ____ day of October, 2022, by and among Whitfield County, Georgia, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the cities of Dalton, Varnell and Tunnel Hill and the Town of Cohutta, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town") and Scott Chitwood, Sheriff of Whitfield County (hereinafter referred to as the "Sheriff.")

WHEREAS, *OCGA §36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA §36-70-24(1)* mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA §36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Animal Shelter and Animal Control Services within Whitfield County:

WITNESSETH:

1. Description of Current Service Delivery Arrangements.

Whitfield County is the sole provider of Animal Shelter services within Whitfield County. Whitfield County provides this service on a county-wide basis by providing an Animal Shelter for the safe shelter of domestic dogs and cats retrieved or surrendered in Whitfield County.

Whitfield County provides Animal Control enforcement for the unincorporated areas of the county through the Whitfield County Sheriff, who joins this Agreement.

The City of Dalton provides Animal Control enforcement within its jurisdiction through the Dalton Police Department.

The City of Tunnel Hill provides Animal Control enforcement within its jurisdiction through the Tunnel Hill Police Department.

The City of Varnell provides Animal Control enforcement within its jurisdiction through the Varnell Police Department.

The Town of Cohutta provides Animal Control enforcement within its jurisdiction through the Cohutta Police Department.

Whitfield County and the Cities agree to seek to maintain animal control ordinances which are as nearly identical as possible, both in form and in content, so as to reduce public confusion and to promote compliance countywide.

If any municipality hereto, at any time in the future, shall contract with Whitfield County and the Whitfield County Magistrate Court, pursuant to OCGA 15-10-150 et seq., then Whitfield County shall receive any funds, fines, or forfeitures related to the prosecution of each such violation.

No duplication exists in the delivery of animal control services within Whitfield County, due to Whitfield County's assumption by agreement with the above-referenced municipalities of the responsibility of being the sole provider of such service.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of animal control services within Whitfield County, as Whitfield County is now the sole provider of said services.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

By:
Scott Chitwood, Whitfield County Sheriff
Whitfield County, Georgia
Jevin S. Jensen,
Chairman
Attest:
Blanca Cardona,
County Clerk
(SEAL)
City of Dalton, Georgia
David Pennington III,
Mayor
Attest:
Bernadette Chattam,
City Clerk (SEAL)
(OLAL)

Whitfield County, Georgia

Town of Cohutta, Georgia
Ron Shinnick, Mayor
Attest:
Pamela Shinnick City Clerk (SEAL)
City of Tunnel Hill, Georgia
Kenny Gowin, Mayor
Attest:
Melinda Griffin City Clerk (SEAL)
City of Varnell, Georgia
Tom Dickson, Mayor
Attest:
Jamie Nance City Clerk (SEAL)







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs

should be reported to the Department of Community Affairs.	secondly. If the solitate person for this solvine (hoted at the bottom of the page) changes, this
COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
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	corporated portion of the county by a single service provider. (If this box is organization providing the service.): Type Name of Government, Authority
	ce only within their incorporated boundaries, and the service will not be checked, identify the government(s), authority or organization providing the y or Organization Here
	ce only within their incorporated boundaries, and the county will provide the hecked, identify the government(s), authority or organization providing the ity or Organization Here
	gible map delineating the service area of each service provider, and inization that will provide service within each service area.): Type Name of
2. In developing this strategy, were overlapping se identified?	ervice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional doc ☐ No	umentation as described, below)
_NO	
	y, <u>attach an explanation for continuing the arrangement</u> (i.e., i.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that be eliminated).
	ategy, attach an implementation schedule listing each step or action that arty and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Type Gov't/Authority Name Here	Detail Funding Here
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4. How will the strategy change	e the previ	ous arrangements for providing and/or fo	unding this servic	e within the county?
Provide Details Here				
5. List any formal service deliv this service:	ery agreer	nents or intergovernmental contracts tha	t will be used to i	mplement the strategy for
Agreement Name		Contracting Parties	Effe	ective and Ending Dates
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Name Agreement Here	List C	ontracting Parties Here	Effe	ctive - End
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Name Agreement Here	List C	ontracting Parties Here	Effe	ctive - End
		e used to implement the strategy for this ee changes, etc.), and when will they tal		inances, resolutions, local
Provide Details Here				
7. Person completing form: Ty Phone number: Type Your I			Date Here	
8. Is this the person who shoul projects are consistent with t	d be conta he service	acted by state agencies when evaluating delivery strategy? Yes No	whether propose	ed local government
If not, provide designated co	ntact pers	on(s) and phone number(s) below:		

PUBLIC HEALTH & WELFARE

ÅMBULANCE SERVICESSERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this _____ day of October, 2022, by and among **Whitfield County**, **Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton**, **Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, *OCGA §36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA §36-70-24(1)* mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA §36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Ambulance Services** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County is authorized by law to provide ambulance services within Whitfield County. Whitfield County has elected to provide such services on a countywide basis, through a provider agreement with Whitfield Emergency Medical Services, Inc. Under the terms of this agreement, Whitfield County pays an annual assessment to Whitfield Emergency Medical Services, Inc., which then provides emergency ambulances and trained personnel pursuant to the terms of the contract. No duplication exists in the delivery of ambulance services within Whitfield County, as Whitfield County is the sole provider of ambulance service presently.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are as efficient, effective, and responsive to citizens of Whitfield County as may currently be provided. While the parties hereto agree that no need exists to change said service delivery arrangements imminently, they also agree that they must continually reevaluate such services to ensure efficiency and effectiveness.

Further, the parties hereto agree that no duplication exists in the provision of ambulance, emergency rescue, and first responder services within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE -

Whitfield County, Georgia Jevin S. Jensen, Chairman Attest: Blanca Cardona, County Clerk (SEAL) City of Dalton, Georgia David Pennington III, Mayor

Attest:
Bernadette Chattam, City Clerk (SEAL)
Town of Cohutta, Georgia
Ron Shinnick, Mayor
Attest:
Pamela Shinnick City Clerk (SEAL)
City of Tunnel Hill, Georgia
Kenny Gowin, Mayor
Attest:
Melinda Griffin City Clerk (SEAL)

City of Varnell, Georgia

Tom Dickson, Mayor

Attest:

Jamie Nance City Clerk (SEAL)







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs

snould be reported to the Department of Community Affairs.	
COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
Check <u>one</u> box that best describes the agreed upon	on delivery arrangement for this service:
	ncluding all cities and unincorporated areas) by a single service provider. Ithority or organization providing the service.): Type Name of
, <u> </u>	porated portion of the county by a single service provider. (If this box is anization providing the service.): Type Name of Government, Authority
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	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the or Organization Here
	ble map delineating the service area of each service provider, and zation that will provide service within each service area.): Type Name of
2. In developing this strategy, were overlapping serv identified?	rice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docum	nentation as described, below)
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If these conditions will continue under this strategy, a overlapping but higher levels of service (See O.C.G. overlapping service areas or competition cannot be	attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).
If these conditions will be eliminated under the strate will be taken to eliminate them, the responsible party	egy, attach an implementation schedule listing each step or action that y and the agreed upon deadline for completing it.

SDS FORM 2, continued

3.	. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g.,
	enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact
	fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
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4. How will the strategy change th	e previous arrangements for providing and/or f	unding this service within the county?			
Provide Details Here					
this service:	agreements or intergovernmental contracts that				
Agreement Name	Contracting Parties	Effective and Ending Dates			
Name Agreement Here	List Contracting Parties Here	Effective - End			
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Name Agreement Here	List Contracting Parties Here	Effective - End			
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Name Agreement Here	List Contracting Parties Here	Effective - End			
) will be used to implement the strategy for this ate or fee changes, etc.), and when will they ta				
If not, provide designated contact person(s) and phone number(s) below: TYPE CONTACT NAME, TITLE & PHONE HERE					

ECONOMIC DEVELOPMENT

BUILDING INSPECTION, CODE ENFORCEMENT, PLANNING, ZONING AND RELATED LAND-USE DEVELOPMENT SERVICES

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, made and entered into this ____ day of October, 2022, by and among **Whitfield County**, **Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton**, **Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, *OCGA §36-70-20 et seq.* mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA* §36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA* §36-70-25 mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection, Code Enforcement, Planning, Zoning and Related Land-Use Development Services**:

WITNESSETH:

- 1. <u>Description of Current Service Delivery Arrangements.</u>
- (a) *Building Inspection*. For the term hereof, the County shall provide building inspection services within the unincorporated areas of the county and within each City except for within the Town of Cohutta, which provides building inspection services within the Town. As used in this Agreement "building inspection services" shall include, but shall not be limited to, all functions and activities incidental to the operation of a building inspection office, including required permitting and inspection services for new construction.
- (b) *Code Enforcement*. For the term hereof, each City shall provide Code Enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas. Code Enforcement shall include, but not be limited to, building code enforcement, zoning violations regarding junk, trash, debris and unsafe or dangerous buildings enforcement.

- (c) *Planning Services*. For the term hereof, the County shall provide Planning services, through its contract with the North Georgia Regional Commission for the Cities of Dalton and Varnell, along with the unincorporated areas of the county. The City of Tunnel Hill and the Town of Cohutta provide such services respectively within those jurisdictions.
- (d) **Zoning Administration**. Whitfield County and the Cities of Dalton and Varnell have each adopted the **Unified Zoning Ordinance** and respective zoning maps for use within those jurisdictions. Thus, the vast majority of all parcels in Whitfield County are governed by one zoning ordinance. For the term hereof, Whitfield County provides all zoning administration services, including, but not limited to text and map updates, rezoning and special use permit applications, and variance requests through the Board of Zoning Appeals. The City of Tunnel Hill and the Town of Cohutta each maintain their own separate zoning ordinance and provide for administration thereof within their respective jurisdictions.
- (e) *Subdivision of parcels/Platting Services*. For the term hereof, the County shall provide major subdivision review, minor subdivision review, and plat review services for the City of Dalton and the unincorporated areas of the county. Within their respective jurisdictions, the Cities of Varnell and Tunnel Hill and the Town of Cohutta provide such services.
- (f) *Fire Marshall*. For the term hereof, the City of Dalton Fire Department shall provide State Fire Code compliance and plan review within the City of Dalton and the County shall provide such services for all remaining Cities and the unincorporated areas of the county.
- (g) *Historic Preservation*. For the term hereof, the City of Dalton shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission, within its jurisdiction. The County shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission for the unincorporated areas of the county. The Chief Building Inspector shall provide assistance with respect to implementation of historic preservation codes.
- (h) *Sign Codes*. For the term hereof, each City shall provide Sign Code permitting and enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas.
- (i) **Soil Erosion, Sedimentation and Pollution Control Services**. For the term hereof and for so long as the County shall retain Local Issuing Authority from Georgia EPD and the Georgia Soil and Water Conservation Commission, the County shall provide land disturbing activity ("Soil Erosion") plan review, inspection and permitting services countywide except for within the Town of Cohutta. The Cities of Dalton, Tunnel Hill and Varnell each retain their separate local issuing authority, but contract with Whitfield County to provide such services within their respective cities. Permittees within the Town of Cohutta must obtain such services directly from Georgia EPD.
- (j) **Stormwater Management**. For the term hereof, each jurisdiction shall continue to maintain a separate Municipal Separate Storm System ("MS4") and each jurisdiction is separately responsible for compliance with all required Best Management Practices and reporting requirements.

Whitfield County provides plan review and permitting on a countywide basis, except for the Town of Cohutta, which is not counted as part of Whitfield County's urbanized area and thus is not required to review or permit stormwater management plans.

The City of Dalton contracts with Whitfield County to meet its reporting requirements to EPD per "MS4 Responsibility Table," attached hereto as **Exhibit "A"** and incorporated herein by this reference, and as may be amended hereafter and, commencing with the execution of this Agreement, pays an annual fee of \$87,500.00 for such services.

The Cities of Tunnel Hill and Varnell each provide reporting to EPD for their jurisdictions. The County also agrees to share some MS4 responsibilities with the Cities of Tunnel Hill and Varnell in accordance with **Exhibit "A."**

- (k) **Fees, Fines and Funding**. All fees generated for permitting services hereunder shall be retained by the entity providing the service. All fines generated as a result of enforcement shall be retained by the entity providing the service, regardless of where such fine may be assessed or adjudicated. All services referenced herein shall be funded by the General Fund of the jurisdiction providing such service.
- (l) **Term and Termination**. This Agreement shall remain in force and effect for so long as the LOST certificate executed by the parties hereto on August 8, 2022 shall remain effective.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

IN WITNESS WHEREOF, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

Whitfield County, Georgia				
Jevin S. Jensen, Chairman				
Attest:				
Blanca Cardona, County Clerk (SEAL)				

David Pennington III, Mayor
Attest:
Bernadette Chattam, City Clerk (SEAL)
Town of Cohutta, Georgia
Ron Shinnick, Mayor
Attest:
Pamela Shinnick City Clerk (SEAL)
City of Tunnel Hill, Georgia
Kenny Gowin, Mayor
Attest:
Melinda Griffin City Clerk

(SEAL)

City of Dalton, Georgia

City of Varnell, Georgia

Tom Dickson,
Mayor

Attest:

Jamie Nance
City Clerk
(SEAL)

"Exhibit A"

MS4 Responsibility Table

Jurisdiction (City Limits)	Responsible Entity Entity responsible for carrying out tasks	Minimum Control Measure (MCM) GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	BMP # from MS4 Permit	Exceptions
	Whitfield County	1. Public Education and Outreach Permit	All (minimum of four BMPs)	BMP#2 City of Dalton will make all necessary website updates to maintain links to stormwater public education information and required EPD postings. BMP#3 Dalton Public Works Department (DPWD) will maintain existing watershed signs as needed.
	Whitfield County	2. Public Involvement and Participation	All (minimum of four BMPs)	BMP#4 City of Dalton to facilitate the Dalton Tree Board and organize one tree planting event per year.
	Whitfield County	3. Illicit Discharge Detection and Elimination	BMP #1, BMP #2, BMP #3, BMP #4, and BMP #5	BMP#1 City of Dalton will amend IDDE ordinance when required by permit or EPD.
Dalton	Whitfield County	4. Construction Site Stormwater Runoff Control (ES & PC)	BMP #1, BMP #2, BMP #3, BMP #4, and BMP #5	BMP#1 City of Dalton will amend Erosion and Sedimentation Control ordinance when required by permit or EPD.
	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP #1 –Legal Authority	City of Dalton will amend Stormwater Management ordinance when required by permit or EPD.
	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP #2 - Post Construction Inventory	None
	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP #3 - Post Construction (BMP) Inspection	DPWD inspects permittee owned BMPs/Ponds.

Jurisdiction (City Limits)	Responsible Entity Entity responsible for carrying out tasks	Minimum Control Measure (MCM) GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	BMP # from MS4 Permit	Exceptions
	City of Dalton Public Works	5. Post Construction Stormwater Management for New and Re - development	BMP #4 - Post Construction BMP Maintenance	None
	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP #5 – GI/LID Program	None
	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP#6 - GI/LID Structure Inventory	None.
Dalton	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP#7 - GI/LID Structure Inspection Program	DPWD inspects permittee owned GI/LID BMPs.
	City of Dalton Public Works	5. Post Construction Stormwater Management for New and Re – development	BMP#8 – GI/LID Structure Maintenance	None
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #1 – MS4 Control Structure Inventory and Map	City of Dalton Public Works will provide any changes to MS4 Control Structure Inventory (structures, pipes and ditches) to Whitfield County
	City of Dalton Public Works	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #2 MS4 Inspection	None

Jurisdiction (City Limits)	Responsible Entity Entity responsible for carrying out tasks	Minimum Control Measure (MCM) GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	BMP # from MS4 Permit	Exceptions
	City of Dalton Public Works	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #3 MS4 Maintenance	None
	City of Dalton Public Works	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #4 Street & Parking Lot Cleaning	None
	City of Dalton Public Works	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #5 Employee Training	Whitfield County and City to share training materials and resources
Dalton	City of Dalton Public Works	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #6 Waste Disposal	None
	City of Dalton, approve any project and appropriate funding	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #7 Capitol Improvement/ New Flood Management Projects Evaluation	Whitfield County will review any projects submitted by DPWD and complete form for annual report
	City of Dalton, approve any project and appropriate funding	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #8 Existing Flood Management Projects Analysis	Whitfield County to complete form for annual report
	City of Dalton	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #9 Inventory of Municipal Facilities with potential to pollute	Whitfield County will inspect facilities on inventory.

Jurisdiction (City Limits)	Responsible Entity Entity responsible for carrying out tasks	Minimum Control Measure (MCM) GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	BMP # from MS4 Permit	Exceptions
	Whitfield County	Preparation of Annual Report	Part 5.1	None
Dalton	Whitfield County	Enforcement Response Plan	Part 4.3	None
	Whitfield County	Impaired Waters Plan	Part 4.4	None
	City of Tunnel Hill	1. Public Education and Outreach Permit	All (minimum of two BMPs)	Whitfield County will maintain and update website with educational information related to stormwater. Whitfield County Public Works will maintain existing watershed signs as needed.
	City of Tunnel Hill	2. Public Involvement and Participation	All (minimum of two BMPs)	Whitfield County will hold annual stakeholder's meeting and provide written invitation annually.
Tunnel Hill	City of Tunnel Hill	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #1, BMP #2, and BMP #3	City of Varnell will amend IDDE ordinance when required by permit or EPD. Whitfield County will maintain and update GIS inventory and map of outfalls as needed.
	City of Tunnel Hill	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #4 - Education	Whitfield County will maintain and update website with pertinent information related to IDDE.
	City of Tunnel Hill	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #5 – Complaint Response	Whitfield County will maintain and update website with a link and telephone number to report water quality complaints.
	Whitfield County	4. Construction Site Stormwater Runoff Control (ES & PC)	BMP #1, BMP #2, BMP #3, BMP #4, and BMP #5	BMP#1 City of Tunnel Hill will amend Erosion and Sedimentation Control ordinance when required by permit or EPD.

Jurisdiction (City Limits)	Responsible Entity Entity responsible for carrying out tasks	Minimum Control Measure (MCM) GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	BMP # from MS4 Permit	Exceptions
	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP #1 –Legal Authority	None
	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP #2 - Post Construction Inventory	Whitfield County will maintain and update GIS inventory and map for newly constructed, as needed.
	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP #3 - Post Construction (BMP) Inspection	Whitfield County will inspect all newly constructed BMPs at the completion of construction, only.
Tunnel Hill	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP #4 - Post Construction BMP Maintenance	Whitfield County will facilitate signing of maintenance agreements for private BMP's at time of permitting.
	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP #5 – GI/LID Program BMP#6 - GI/LID Structure Inventory	Whitfield County will maintain a GI/LID Program and maintain an inventory of GI/LID structures.
	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP# 7- GI/LID Structure Inspection BMP# 8- GI/LID Structure Maintenance	None
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #1 – MS4 Control Structure Inventory and Map	Whitfield County will maintain and update GIS inventory and map as needed.

Jurisdiction (City Limits)	Responsible Entity Entity responsible for carrying out tasks	Minimum Control Measure (MCM) GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	BMP # from MS4 Permit	Exceptions
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #2 MS4 Inspection	Does not include pond or post construction inspections. Whitfield County will provide copy of documents only.
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #3 MS4 Maintenance	Whitfield County will provide copy of documents only.
	City of Tunnel Hill	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #4 Street & Parking Lot Cleaning	Whitfield County will provide the number of road miles and amount of litter retrieved from the roadways each month.
Tunnel Hill	City of Tunnel Hill	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #5 Employee Training	Whitfield County and Tunnel Hill to share training materials and resources
	City of Tunnel Hill	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #6 Waste Disposal	None
	City of Tunnel Hill, approve any project and appropriate funding	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #7 Capitol Improvement/ New Flood Management Projects Evaluation	All new flood management projects or capital improvement projects undertaken by Whitfield County shall be examined for water quality enhancement opportunities, for which Tunnel Hill shall then be responsible for implementation.
	City of Tunnel Hill	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #8 Existing Flood Management Projects Analysis	None

Jurisdiction (City Limits)	Responsible Entity Entity responsible for carrying out tasks	Minimum Control Measure (MCM) GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	BMP # from MS4 Permit	Exceptions
	City of Tunnel Hill	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #9 Inventory of Municipal Facilities with potential to pollute	None
Tunnel Hill	City of Tunnel Hill	Preparation of Annual Report	Part 5.1	None
	Whitfield County	Enforcement Response Plan	Part 4.3	None
City of Tunnel Hill I		Impaired Waters Plan	Part 4.4	None
	City of Varnell	1. Public Education and Outreach Permit	All (minimum of two BMPs)	Whitfield County will maintain and update website with educational information related to stormwater. Whitfield County Public Works will maintain existing watershed signs as needed.
Varnell	City of Varnell	2. Public Involvement and Participation	All (minimum of two BMPs)	Whitfield County will hold annual stakeholder's meeting and provide written invitation annually.
	City of Varnell	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #1, BMP #2, and BMP #3	City of Varnell will amend IDDE ordinance when required by permit or EPD. Whitfield County will maintain and update GIS inventory and map of outfalls as needed.

Jurisdiction (City Limits)	Responsible Entity Entity responsible for carrying out tasks	Minimum Control Measure (MCM) GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	BMP # from MS4 Permit	Exceptions
	City of Varnell	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #4 - Education	Whitfield County will maintain and update website with pertinent information related to IDDE.
	City of Varnell	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #5 – Complaint Response	Whitfield County will maintain and update website with a link and telephone number to report water quality complaints.
	Whitfield County	4. Construction Site Stormwater Runoff Control (ES & PC)	BMP #1, BMP #2, BMP #3, BMP #4, and BMP #5	BMP#1 City of Varnell will amend Erosion and Sedimentation Control ordinance when required by permit or EPD.
	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP #1 –Legal Authority	None
Varnell	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP #2 - Post Construction Inventory	Whitfield County will maintain and update GIS inventory and map for newly constructed, as needed.
	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP #3 - Post Construction (BMP) Inspection	Whitfield County will inspect all newly constructed BMPs at the completion of construction, only.
	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP #4 - Post Construction BMP Maintenance	Whitfield County will facilitate signing of maintenance agreements for private BMP's at time of permitting.
	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP #5 – GI/LID Program BMP#6 - GI/LID Structure Inventory	Whitfield County will maintain a GI/LID Program and maintain an inventory of GI/LID structures.

Jurisdiction (City Limits)	Responsible Entity Entity responsible for carrying out tasks	Minimum Control Measure (MCM) GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	BMP # from MS4 Permit	Exceptions
	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP# 7- GI/LID Structure Inspection BMP# 8- GI/LID Structure Maintenance	None
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #1 – MS4 Control Structure Inventory and Map	Whitfield County will maintain and update GIS inventory and map as needed.
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #2 MS4 Inspection	Does not include pond or post construction inspections. Whitfield County will provide copy of documents only.
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #3 MS4 Maintenance	Whitfield County will provide copy of documents only.
Varnell	City of Varnell	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #4 Street & Parking Lot Cleaning	Whitfield County will provide the number of road miles and amount of litter retrieved from the roadways each month.
	City of Varnell	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #5 Employee Training	Whitfield County and Varnell to share training materials and resources
	City of Varnell	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #6 Waste Disposal	None
	City of Varnell, approve any project and appropriate funding	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #7 Capitol Improvement/ New Flood Management Projects Evaluation	All new flood management projects or capital improvement projects undertaken by Whitfield County shall be examined for water quality enhancement opportunities, for which Varnell shall then be responsible for implementation.

Jurisdiction (City Limits)	Responsible Entity Entity responsible for carrying out tasks	Minimum Control Measure (MCM) GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	BMP # from MS4 Permit	Exceptions
	City of Varnell	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #8 Existing Flood Management Projects Analysis	None
	City of Varnell	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #9 Inventory of Municipal Facilities with potential to pollute	None
Varnell	City of Varnell	Preparation of Annual Report	Part 5.1	None
	Whitfield County	Enforcement Response Plan	Part 4.3	None
	City of Varnell	Impaired Waters Plan	Part 4.4	None

^{*} The current MS4 permit from 2017 is in effect until December 6, 2022. Once a new permit becomes effective, the responsibility of each BMP will be matched to the existing BMP's, as close as possible, and any amendments will be made to the Responsibility Table, when necessary.

HOUSING

DALTON-WHITFIELD COMMUNITY DEVELOPMENT CORPORATION

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this _____ day of October, 2022, by and between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the Town of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, OCGA §§ 36-70-20 et seq. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA* § 36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA § 36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning workforce housing development, within Whitfield County as hereinafter described:

WITNESSETH

1. Description of Current Service Delivery Arrangement.

The City of Dalton and Whitfield County entered into a Memorandum of Understanding effective January 1, 2004 to establish and maintain a non-profit workforce housing development organization consistent with their Service Delivery Agreement titled Workforce Housing Development dated October 29, 2002. The designated workforce housing development organization was originally incorporated as the Dalton/Whitfield County Non-Profit Development Corporation on August 15, 2002, with Articles of Amendment filed on February 12, 2007 changing the organization's name to the Dalton-Whitfield Community Development Corporation (CDC).

Operating with a salaried Director and staff some funding for CDC is provided by the City of Dalton and Whitfield County with remaining financial support through grants, private donations, and revenue generated through any sale of land or assets of the organization. The agency was envisioned in 2002 to address the need for quality affordable housing in the cities and Town and throughout Whitfield County.

The agency is a tax exempt Section 501 (c) (3) organization. It is governed by a Board of Directors with specified terms. Vacancies and subsequent appointments are made by its Board of Directors.

The current goal of the agency is to facilitate the opportunity of the workforce to acquire and maintain safe and decent housing in Dalton and Whitfield County. Its programmatic goals are:

- i) provide basic home ownership counseling and education services;
- ii) initiate a housing rehabilitation program; and
- iii) initiate an infill development program.

The agency serves as a HUD-certified housing counseling agency providing prepurchase home buying education and foreclosure prevention. Homeless services are also provided by the agency.

While the cities and Town and Whitfield County may apply for and receive from time to time various Community Development Block Grants relative to local housing and several non-profit agencies provide homeless shelter, there is no duplication or overlap in services provided by CDC. Because of the enormous need CDC expands the workforce and homeless services components which any such grants or non-profit organizations may provide.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-

WHITFIELD COUNTY	CITY OF DALTON
BY:CHAIRMAN, WHITFIELD COUNTY BOARD OF COMMISSIONERS	BY:MAYOR
ATTEST:	ATTEST:
COUNTY SEAL	CITY SEAL
CITY OF TUNNEL HILL	TOWN OF COHUTTA
BY:	BY:
MAYOR	MAYOR
ATTEST:	ATTEST:
CITY SEAL	CITY SEAL
CITY OF VARNELL	
BY:	
MAYOR	
ATTEST:	
CITY SEAL	







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
Check <u>one</u> box that best describes the agreed upo	n delivery arrangement for this service:
	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.): Type Name of
	orated portion of the county by a single service provider. (If this box is nization providing the service.): Type Name of Government, Authority
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the r Organization Here
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the or Organization Here
	le map delineating the service area of each service provider, and ation that will provide service within each service area.): Type Name of
In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
□No	
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).
If these conditions will be eliminated under the strated	gy attach an implementation schedule listing each step or action that

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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v agreements or intergovernmental contracts that	will be used to implement the etrate out		
	Effective and Ending Date		
	Effective - End		
_	Effective - End		
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	re Detail Funding Here re Detail Funding Here		

GOVERNMENT SERVICES

ELECTION ADMINISTRATION AND OVERSIGHT

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, *OCGA §36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA* §36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA* §36-70-25 mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Election Administration and Oversight within Whitfield County:

WITNESSETH

1. <u>Description of Current Service Delivery Arrangements</u>.

a. Voter Registration.

Whitfield County is the sole provider of voter registrar services within Whitfield County. Whitfield County provides this service on a county-wide basis for all federal, state, and local elections in accordance with the Laws of the State of Georgia.

b. Election Oversight

Whitfield County is the sole provider of comprehensive election oversight services within Whitfield County. The Chief Judge of the Whitfield County Superior Court appoints a three (3) member **Board of Elections** which oversees and monitors all elections which are conducted in Whitfield County.

c. Voting Machines.

Whitfield County is the sole provider of all voting machines to all polling precincts within Whitfield County. Whitfield County has acquired all such machines from, and is required by, Georgia law and the Georgia Secretary of State's office to utilize machines specified by it for its elections. Therefore, Whitfield County is able to provide this service efficiently and effectively.

d. Polling Places and Poll Workers.

For each municipal election, the City of Tunnel Hill, the City of Cohutta and the City of Varnell provide polling places, while providing and compensating poll workers who monitor electoral activity at said polling places.

For each municipal election, the City of Dalton bears the responsibility of providing polling places and providing and compensating poll workers. The City of Dalton has entered into an informal agreement with Whitfield County whereby, for each of the City of Dalton's municipal elections, Whitfield County will provide and compensate poll workers, and provide polling places when the same cannot be located on property which the City of Dalton owns. The City of Dalton will reimburse Whitfield County for the cost of compensating said poll workers and providing such polling places.

For every election other than municipal elections, Whitfield County bears the sole responsibility of providing polling places and providing and compensating poll workers.

e. Payments by Cities for Conducting City Elections

Each City or Town shall pay \$100 per full time Elections Office employee, plus \$100 per member of the Board of Elections for conducting City Elections.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of election oversight and administration to the residents of Whitfield County, as the municipalities located within Whitfield County provide components of election administration and oversight for municipal elections which are functionally distinct from the components of election administration and oversight which Whitfield County provides for all elections.

The parties hereto agree that, in consideration of the promises of each other to continue to provide election administration and oversight services at the level of service described herein, no party hereto shall act to alter or disrupt the specific service delivery arrangements described herein without first obtaining the agreement of the parties necessary for approval of the Service Delivery Strategy, as set forth in *OCGA §36-70-25*.

IN WITNESS WHEREOF, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

Whitfield County, Georgia
Jevin S. Jensen,
Chairman
Attest:
Blanca Cardona,
County Clerk
(SEAL)
City of Dalton, Georgia
David Pennington III,
Mayor
Attest:
Bernadette Chattam,
City Clerk
(SEAL)
Town of Cohutta, Georgia
Ron Shinnick,
Mayor
, and the second
Attest:
Pamela Shinnick
City Clerk
(SEAL)

Kenny Gowin,	
Mayor	
Attest:	
Melinda Griffin	
City Clerk	
(SEAL)	
City of Varnell, Georgi	a
Tom Dickson,	
Tom Dickson, Mayor	
Mayor	

(SEAL)

City of Tunnel Hill, Georgia

PUBLIC SAFETY

FIRE FIGHTING AND PREVENTION SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the Town of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, *OCGA §§ 36-70-20 et seq.* mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA* § 36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA § 36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Fire Fighting and Prevention** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangement.

Whitfield County and the City of Dalton, bear the responsibility for delivering fire fighting and prevention services to specifically identified areas of Whitfield County.

a. Fire Fighting Services.

Whitfield County and the City of Dalton are responsible for delivering fire fighting services within their respective jurisdictions. Whitfield County delivers fire fighting services within the City of Tunnel Hill, the City of Varnell, and the Town of Cohutta which do not maintain fire suppression services.

The City of Dalton and Whitfield County each fund and maintain an independently operated and professionally staffed Fire Department which serves the respective areas identified in the preceding paragraph by responding to and fighting fires and by maintaining fire fighting vehicles and equipment. Dalton Utilities maintains fire hydrants located within the corporate limits of City of Dalton. Whitfield County's Fire Department contracts with Dalton Utilities for the maintenance of fire hydrants with water pressure where water is available and maintains alternative sources of water for fighting fires for the City of Tunnel Hill, the City of Varnell, the Town of Cohutta and the unincorporated areas of Whitfield County.

The City of Dalton's Fire Department and Whitfield County's Fire Department maintain a productive working relationship through which the two departments agree to trade off fire fighting responsibilities as to particular areas normally within the other department's service area, so as to achieve the greatest efficiency in the application of each department's resources. Additionally, each department provides backup assistance to the other department under mutual aid and when necessary, as in cases when a particular fire within one department's service area is too large or uncontrollable for that department to extinguish alone. These departments operate pursuant to that intergovernmental agreement of March 9, 2020 known as Automatic Aid for Fire Services and First Response.

Through this working relationship, the respective fire departments of the City of Dalton and Whitfield County avoid rigid territorial attitudes in favor of cooperation which enables both departments to collectively produce the most efficient and effective results for the citizens of Whitfield County. No duplication results from this working relationship and the agreements concluded as an incident thereto, as the high level of communication between the two departments ensures that the primary lines of responsibility for responding to and fighting fires in specified areas in Whitfield County remain clearly defined.

b. Fire Prevention

The City of Dalton is solely responsible for delivering fire prevention services within the corporate limits of the City of Dalton, and Whitfield County is solely responsible for delivering fire prevention services to unincorporated areas of Whitfield County, the City of Tunnel Hill, the City of Varnell, and the Town of Cohutta.

The City of Dalton maintains fire prevention services which involve fire safety education, and a Fire Marshall and his Chief of Prevention who investigate the causes of particular fires, as well as inspect new and existing construction plans and structures for potential fire hazard. In Whitfield County responsibility for inspection of new and existing construction including plan review is performed by the office of the Georgia Fire Marshall.

No duplication results from this arrangement to provide fire prevention services, as the respective fire departments of the City of Dalton and of Whitfield County provide such services solely within the non-overlapping boundaries set forth above.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of fire fighting and prevention services within Whitfield County, as:

- a. The City of Dalton's Fire Department and Whitfield County's Fire Department bear sole responsibility for delivering fire fighting and prevention services within the non-overlapping boundaries described above. Said boundaries are altered only when the high level of communication between the two departments indicates that an alteration of fire fighting responsibilities is necessary to more efficiently allocate the resources of the two departments. Even in the event of such boundary alterations or one department's rendering of assistance to the other department in fighting a fire, the high level of communication and coordination between the two departments ensures that the primary lines of responsibility for responding to and fighting fires in specified areas in Whitfield County remain clearly defined.
- b. The City of Dalton Board of Water, Light, and Sinking Fund Commissioners d/b/a Dalton Utilities maintains fire hydrants and water pressures throughout the City of Dalton and Whitfield County where water lines are available.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-

WITNESS OUR SIGNATURES, THIS _	DAY OF OCTOBER, 2022.
WHITFIELD COUNTY	CITY OF DALTON
BY: CHAIRMAN, WHITFIELD COUNTY BOARD OF COMMISSIONERS	BY:
ATTEST:	ATTEST:
COUNTY SEAL	CITY SEAL
CITY OF TUNNEL HILL	TOWN CITY OF COHUTTA
BY:MAYOR	BY:MAYOR
ATTEST:	ATTEST:
CITY SEAL	CITY SEAL
CITY OF VARNELL	
BY: MAYOR	
ATTEST:	
CITY SEAL	

ECONOMIC DEVELOPMENT

CONVENTION AND TOURISM PROMOTION

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this _____ day of October, 2022, by and between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the Town of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, *OCGA §§ 36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA §* 36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA § 36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning the provision of **Marketing and Tourism Promotion,** within Whitfield County as hereinafter described;

WITNESSETH

1. Description of Current Service Delivery Arrangement.

The City of Dalton and Whitfield County have created the Dalton-Whitfield County Convention and Visitors Bureau, Inc. d/b/a The Dalton Area Convention and Visitors Bureau (DACVB), a Georgia nonprofit corporation, as the designated marketing organization for the City of Dalton and Whitfield County, specializing in soliciting and supporting tourism, conventions, meetings, conferences, trade shows and all other group business designed to bring visitors overnight to Dalton-Whitfield County. The work of DACVB provides economic benefits to Whitfield County and the cities of Dalton, Varnell, Tunnel Hill and the Town of Cohutta. DACVB enhances the mission of the Northwest Georgia Trade and Convention Center, the Dalton Downtown Development Authority, many beneficial non-profit organizations conferring public benefits as well as promotes the many attractions in the cities and Town and throughout Whitfield County.

The DACVB maintains an active, current, and hosted website available to the public promoting local events and attractions throughout the year. The DACVB is governed by a Board of Directors pursuant to its by-laws with Board members including members of the City of Dalton and Whitfield County governing authorities and one appointee each from those governing authorities with remaining Directors from the hotel/motel industry, the restaurant industry, the tourist attraction or retail industry, the historic preservation industry, the sporting industry, and an appointee from the Dalton Downtown Development Authority, and one appointee from the Joint Development Authority.

The agency is managed by an Executive Director who is an ex officio member of the Board. Other ex officio Board members include the administrators of the City of Dalton and Whitfield County, the Northwest Georgia Trade and Convention Center's Director, the Commissioner of Murray County or his/her designee, an appointee of the Prater's Mill Foundation, and an appointee of the Whitfield Murray Historical Society. Thereby, a broad sector of stakeholders in tourism, promotion, and marketing are represented.

The City of Dalton and Whitfield County provide joint funding for DACVB.

Due to the agency serving as the designated marketing organization for Whitfield County and its cities and Town there is no duplication or overlap in services.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-

WHITFIELD COUNTY	CITY OF DALTON
BY:CHAIRMAN, WHITFIELD COUNTY BOARD OF COMMISSIONERS	BY:MAYOR
ATTEST:	ATTEST:
COUNTY SEAL	CITY SEAL
CITY OF TUNNEL HILL	TOWN OF COHUTTA
BY:	BY:
MAYOR	MAYOR
ATTEST:	ATTEST:
CITY SEAL	CITY SEAL
CITY OF VARNELL	
BY:	
MAYOR	
ATTEST:	
CITY SEAL	







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs

Answer each question below, attaching additional pages as nec should be reported to the Department of Community Affairs.	cessary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
	pon delivery arrangement for this service: including all cities and unincorporated areas) by a single service provider. authority or organization providing the service.): Type Name of
	orporated portion of the county by a single service provider. (If this box is ganization providing the service.): Type Name of Government, Authority
	e only within their incorporated boundaries, and the service will not be checked, identify the government(s), authority or organization providing the or Organization Here
	e only within their incorporated boundaries, and the county will provide the ecked, identify the government(s), authority or organization providing the cy or Organization Here
	gible map delineating the service area of each service provider, and nization that will provide service within each service area.): Type Name of
2. In developing this strategy, were overlapping ser identified?	rvice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docu	ımentation as described, below)
□No	
	, attach an explanation for continuing the arrangement (i.e., G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that e eliminated).
f these conditions will be eliminated under the stra	tegy, attach an implementation schedule listing each step or action that

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the	ne previous arrangements for providing and/or fund	ding this service within the county?
Provide Details Here		
5. List any formal service delivery this service:	agreements or intergovernmental contracts that w	vill be used to implement the strategy for
Agreement Name	Contracting Parties	Effective and Ending Dates
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
	 will be used to implement the strategy for this se rate or fee changes, etc.), and when will they take 	
Provide Details Here		
7. Person completing form: Type Phone number: Type Your Ph		ite Here
	be contacted by state agencies when evaluating where service delivery strategy? ☐Yes ☐No	nether proposed local government
If not, provide designated conta	act person(s) and phone number(s) below: E & PHONE HERE	

PUBLIC SAFETY

CIVIL EMERGENCY MANAGEMENT / E-911

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County**, **Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton**, **Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, *OCGA §36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA* §36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA §36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Civil Emergency Management (hereinafter "EMA")/E-911 Dispatch Services within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

A. Civil Emergency Management ("EMA")

Whitfield County and the Cities entered an intergovernmental agreement ("IGA") dated February 13, 2012 regarding service delivery with respect to EMA services, a copy of which is attached hereto as Exhibit "A" and incorporated herewith as if set forth in its entirety.

B. E-911 Dispatch

By resolution adopted October 3, 1988, Whitfield County, Georgia established a 911 enhanced telephone system subject to voter approval. On November 8, 1988 a majority of the votes cast in a countywide referendum supported the resolution,

completing the establishment of the Countywide 911 emergency call system. Whitfield County provides Enhanced 911 Service countywide through its designated call center.

Acting as a "gatekeeper," Whitfield County 911 receives emergency calls of all types as well as non-emergency medical assistance and other non-emergency calls. All 911 calls received by Whitfield County are then routed using GIS to the appropriate agency, in terms of jurisdiction and subject matter, for appropriate response.

Furthermore, Whitfield County provides E-911 dispatch services to Dalton Police Department ("DPD") and Dalton Fire Department ("DFD.") The City of Dalton shall utilize the mobile CAD data services for all DPD vehicles. The City of Dalton shall be responsible for all costs associated with the maintenance, upgrade(s,) and consulting services for the mobile CAD data services. Likewise, the City of Dalton shall continue to be responsible for the protection of its network and connectivity to 911.

All equipment necessary for the ongoing provision of Enhanced 911 Services is or will be acquired by Whitfield County, partially through monthly 911 charges assessed to the public and partially through the General Fund.

To ensure public safety agency satisfaction and otherwise to ensure accountability, the 911 Advisory Board has been established to solicit input and cooperation between the 911 Center and all County and municipal public safety agencies. The Board members shall consist of only one representative for each County and municipal public safety agency. Such Board shall meet not less than once annually, but may meet more often as needed.

C. 800 MHZ Radio System Access

Whitfield County voters approved, as a proposed SPLOST project in 2015, the construction of an 800 MHZ Countywide Radio System for use by all public safety agencies within Whitfield County. All parties hereto entered an IGA with respect to such system dated July 8, 2019, which is attached hereto as Exhibit "B" and incorporated herewith as if set forth in its entirety.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of election oversight and administration to the residents of Whitfield County, as the municipalities located within Whitfield County provide components of election administration and oversight for municipal elections which are functionally distinct from the components of election administration and oversight which Whitfield County provides for all elections.

The parties hereto agree that, in consideration of the promises of each other to continue to provide election administration and oversight services at the level of service described herein, no party hereto shall act to alter or disrupt the specific service delivery arrangements described herein without first obtaining the agreement of the parties necessary for approval of the Service Delivery Strategy, as set forth in OCGA §36-70-25.

IN WITNESS WHEREOF, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

Whitfield County, Georgia		
Jevin S. Jensen,		
Chairman		
Attest:		
Blanca Cardona,	-	
County Clerk		
(SEAL)		
City of Dalton, Georgia		
David Pennington III, Mayor	-	
Attest:		
Bernadette Chattam,	-	
City Clerk (SEAL)		
(SEAL)		

Town of Cohutta, Georgia
Ron Shinnick,
Mayor
Attest:
Pamela Shinnick
City Clerk (SEAL)
City of Tunnel Hill, Georgia
Kenny Gowin,
Mayor
Attest:
Melinda Griffin
City Clerk (SEAL)
(SEAL)
City of Varnell, Georgia
Tom Dickson,
Mayor
Attest:
Jamie Nance
City Clerk (SEAL)
(0-411)







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs

Answer each question below, attaching additional pages as nece should be reported to the Department of Community Affairs.	ssary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
	on delivery arrangement for this service: acluding all cities and unincorporated areas) by a single service provider. athority or organization providing the service.): Type Name of
	porated portion of the county by a single service provider. (If this box is anization providing the service.): Type Name of Government, Authority
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the or Organization Here
	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the or Organization Here
	ble map delineating the service area of each service provider, and cation that will provide service within each service area.): Type Name of
2. In developing this strategy, were overlapping serv identified?	ice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docum	nentation as described, below)
□No	
	Attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).
If these conditions will be eliminated under the strate will be taken to eliminate them, the responsible party	egy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.

SD	S	FΩ	RM	12	cor	ntin	ued
					CUI		иси

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change	the previous arrangements for providing and/or fur	nding this service within the county?
Provide Details Here		
5. List any formal service deliver this service:	y agreements or intergovernmental contracts that	will be used to implement the strategy for
Agreement Name	Contracting Parties	Effective and Ending Dates
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
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Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
	ny) will be used to implement the strategy for this s rate or fee changes, etc.), and when will they take	
projects are consistent with the	be contacted by state agencies when evaluating version expressions and phone number(s) below:	

GOVERNMENT OPERATIONS

GEOGRAPHIC INFORMATION SYSTEM (GIS)

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, *OCGA §36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA §36-70-24(1)* mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA §36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Geographic Information System (GIS)** within Whitfield County:

WITNESSETH

1. <u>Description of Current Service Delivery Arrangements.</u>

All local governments located within Whitfield County recognize the need and utility to the public of the management tool of Geographic Information System (hereinafter "GIS.") Whitfield County herewith agrees to provide and to maintain a GIS platform, which shall include database and mapping information. All municipal governments shall be responsible for any and all manipulation of the Whitfield County Information Technology Department base platform information for each municipality's management purposes.

Each municipality shall be responsible for any and all physical connectivity to the County hardware in a manner acceptable to Whitfield County. Further, each municipal government shall be responsible for all direct and indirect end-user costs, including, but not limited to hardware, software, and training necessary to such municipality for its management and/or other purposes.

Each municipality agrees that, in consideration of Whitfield County's provision of GIS at no cost to such municipality, each municipality shall, as to itself only, herewith release Whitfield County from all claims or causes of action and shall hold Whitfield County harmless as a result of any inaccuracy regarding any information contained within the database or any consequential damages resulting from its use. Further, each municipality hereunder agrees that, if it shall thereafter disperse any such information to any third party, such municipality agrees that it shall obtain a release of and indemnity for Whitfield County in the same form and content as any release and/or indemnity that it shall obtain for itself.

No duplication exists in the maintenance and provision of GIS within Whitfield County, as Whitfield County shall solely maintain and control of such base platform information, while sharing such data with each municipality hereto pursuant to the terms of this agreement.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the Mure service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

Whitfield County, Georgia

Jevin S. Jensen,
Chairman

Attest:

Blanca Cardona,
County Clerk
(SEAL)

David Pennington III, Mayor	
Attest:	
Bernadette Chattam, City Clerk (SEAL)	
Town of Cohutta, Georgia	L
Ron Shinnick, Mayor	_
Attest:	
Pamela Shinnick City Clerk (SEAL)	
City of Tunnel Hill, Georg	jia

City of Dalton, Georgia

Attest:

Melinda Griffin City Clerk (SEAL)
City of Varnell, Georgia
Tom Dickson, Mayor
Attest:
Jamie Nance City Clerk (SEAL)







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.

Answer each question below, attaching additional pages as necess should be reported to the Department of Community Affairs.	sary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
1. Check <u>one</u> box that best describes the agreed upo a.) □ Service will be provided countywide (i.e. inc.).	n delivery arrangement for this service:
(If this box is checked, identify the government, auti	hority or organization providing the service.): Type Name of
	orated portion of the county by a single service provider. (If this box is nization providing the service.): Type Name of Government, Authority
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the r Organization Here
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the or Organization Here
	le map delineating the service area of each service provider, and ation that will provide service within each service area.): Type Name of
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
□No	
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).
If these conditions will be eliminated under the strateg will be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.

Page 1 of 2

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method	
Type Gov't/Authority Name Here	Detail Funding Here	
Type Gov't/Authority Name Here	Detail Funding Here	
Type Gov't/Authority Name Here	Detail Funding Here	
Type Gov't/Authority Name Here	Detail Funding Here	
Type Gov't/Authority Name Here	Detail Funding Here	
Type Gov't/Authority Name Here	Detail Funding Here	

4. How will the strategy change the previous a	rrangements for providing and/or funding this service within the county?
Provide Details Here	

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6	6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, res	solutions, I	ocal
	acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?		

Provide Details Here			

- 7. Person completing form: **Type Your Name & Title Here**Phone number: **Type Your Phone Number Here**Date completed: Type Date Here
- 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?

 Yes
 No

If not, provide designated contact person(s) and phone number(s) below:

TYPE CONTACT NAME, TITLE & PHONE HERE

PUBLIC SAFETY

INMATE HOUSING AND MANAGEMENT SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, made and entered into this ____ day of October, 2022, by and among **Whitfield County**, **Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton**, **Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town") and **Scott Chitwood**, **Sheriff of Whitfield County** (hereinafter referred to as the "Sheriff.")

WHEREAS, *OCGA §36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA* §36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA §36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

WHEREAS, the Sheriff operates an inmate housing facility known as the Whitfield County Correctional Center or sometimes more commonly as the Whitfield County Jail; and

WHEREAS, the Cities desire to have City or Town Detainees (as hereinafter defined) and inmates housed and managed at the Whitfield County Jail; and

WHEREAS, the County and the Sheriff desire to accept City Detainees and inmates in an effort to improve the health, safety, and welfare of the greater Whitfield County community.

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Animal Shelter and Animal Control Services within Whitfield County:

ARTICLE I DEFINITIONS

"City Detainee" shall mean any person arrested for any violation of a City (or Town) ordinance or a statute which will be adjudicated by a Municipal Court, and who is remanded to the custody of the Sheriff;

"City Inmate" shall mean any person sentenced to incarceration by a Municipal Court and serving said sentence in the Jail;

"Jail" shall mean the inmate housing facility operated by the Sheriff and known as the Whitfield County Jail;

"Jail Day" shall mean twelve midnight (12:00 a.m.) to the following 11:59 p.m., or any portion thereof commencing when any person is remanded to the custody of the Sheriff.

"Municipal Court" shall mean the respective municipal courts of the Cities;

"Non-City Detainee" shall mean any person arrested for a violation of any statute or County ordinance, remanded to the custody of the Sheriff, and whose case will not be adjudicated in a Municipal Court;

"Non-City Inmate" shall mean any person remanded to the custody of the Sheriff and whose case was not adjudicated by a Municipal Court.

ARTICLE II DUTIES OF THE CITIES

- A. Each City or Town shall transport its City Detainees and City Inmates to and from the Jail whenever any such transportation is required. This transportation shall include all transport to and from any medical facility.
- B. A City or Town shall pay only medical costs incurred on behalf of its City Detainees and City Inmates which are the result of any injury or medical problems which occurred or arose during the course of arrest or after arrest, but prior to the City Detainees and City Inmates being placed in the custody of Sheriff. All other costs for medical emergency or medical treatment shall be paid by the Sheriff, in compliance with state law once the Sheriff (by and through the on-duty Intake Officer) has accepted responsibility for such City Detainee or City Inmate. Prior to taking any City Detainee or City Inmate in accordance with *O.C.G.A. §42-4-12* and further may reject any City Detainee in obvious medical distress, which may include, but not be limited to, excessive intoxication or chronic illness.
- C. Each City or Town attempting to place any City Inmate in the custody of the Sheriff shall supply all forms, documents or other information required either by any such City or Town or required by the Sheriff for use with City Detainees and City Inmates.
- D. If a person is injured upon arrest by City or Town law enforcement officers, then the responsible City or Town shall obtain a signed medical clearance for incarceration from Hamilton Medical Center before such person is remanded to the custody of the Sheriff.

ARTICLE III

DUTIES OF THE COUNTY AND THE SHERIFF

- A. The Sheriff shall be solely responsible for the operation and maintenance of the Jail, and all costs associated therewith as may be appropriated by the County, during the term of this Agreement.
- B. The Sheriff shall keep accurate and detailed records of all sums, proceeds and financial transactions of all kinds conducted in relation to the management and housing of City Detainees and City Inmates. The Sheriff shall have the Jail financial records audited at least annually and such records shall be made available, as reasonably requested, to the Cities for inspection. Notwithstanding the foregoing, any of the Cities or Town shall have the right to audit the Jail financial records annually upon reasonable notice at its expense.
- C. The Sheriff shall keep accurate and detailed records of all complaints, incidents, and occurrences involving City Detainees and City Inmates coming into the custody and control of the Sheriff and such records shall be made available upon request for inspection upon reasonable notice.
- D. The Sheriff shall provide adequate, appropriate, and lawful housing, medical care, food service, safety and other appropriate conditions or services, as mandated by federal or state law to the City Detainees and City Inmates from the time he or she is delivered into the Sheriff's custody until the time he or she is released from the Sheriff's custody.
- E. All appearance bonds, cash, and property bonds given for the release from the Jail of a City Inmate shall be processed and accurately accounted for by the Sheriff.

ARTICLE IV TERM; TERMINATION

- A. This Agreement shall become effective upon final execution by all signatories hereto (the "Effective Date") and shall continue for so long as the local option sales tax allocations, as set forth in the local option sales tax certificate executed by the parties hereto on or about August 8, 2022 shall be in force and effect unless sooner terminated as provided herein or as provided by law. In any event, this Agreement will terminate on the tenth (10th) anniversary of the Effective Date.
- B. Notwithstanding the preceding paragraph, (i) the County and/or the Sheriff may terminate this Agreement as to any City that is in material breach of this Agreement and fails to cure such breach not later than thirty (30) days after written notice which describes the breach in detail or (ii) a City may withdraw as a party to this Agreement upon not less than sixty (60) days written notice to the County and the payment of all sums due the County hereunder.

ARTICLE V CONSIDERATION FOR AGREEMENT

The consideration for the services provided herein shall be paid as follows:

- A. For the Remainder of calendar year 2022, each of the Cities shall pay to the County the sum of \$58.79 per Jail Day to house City Inmates in the Jail (the "Inmate Rate."). During the month of January during each successive year that this Agreement remains in force and effect (and prior to January billing for the Cities,) the County shall calculate any increase or decrease in the Inmate Rate for that year based upon the most current Consumer Price Index (CPI) figures available at that time. The County shall provide notice as early as practicable during January of the recalculated Inmate Rate for the ensuing year.
- B. The Inmate Rate shall accrue upon the Sheriff taking custody of a City Detainee or City Inmate and shall apply without regard to the fact the City Detainee or City Inmate is released prior to the end of the Jail Day in which the City Detainee or City Inmate was booked into the Jail. Notwithstanding any other provision contained herein, a minimum of one (1) day at the then-applicable Inmate Rate shall accrue for any City Detainee or City Inmate booked into the Jail and accepted into the custody of the Sheriff.
- C. A City shall not be charged the Inmate Rate for (i) a City Detainee or City Inmate who is concurrently a Non-City Detainee or Non-City Inmate, or (ii) a City Detainee or City Inmate who remains incarcerated after serving the sentence imposed by a Municipal Court due to state or other non-City charges.
- D. The responsible City shall pay the Sheriff a fee for processing and accounting for any appearance or other bonds, cash, or property bonds given for the release from the Jail of a City Inmate in the amount of \$5.00 for each processed bond. The responsible city shall retrieve from the Sheriff any bond proceeds and any related court or other documents not less than weekly.
- E. The Cities shall all continue to assess, collect, and remit to the County, in addition to the Inmate Rate, the 10% Jail fee fund permitted by State law.
- F. To the extent practicable with respect to space and personnel allocation and other court schedules, the Sheriff expects that ordinarily the Jail would be able to accommodate remote proceedings via computer for City Detainees and City Inmates.
- G. The County will provide each City an itemized monthly invoice no later than the fifth day of the following month. The amount invoiced shall be payable no later than fifteen (15) days after the invoice delivery date and shall be accompanied by a written statement of any disputed charges or other claims for credit by the City. The disputing City and the County will attempt to resolve the disputed charges or other claims for credit prior to the issuance of the next invoice. If the disputing City and the County cannot resolve the disputed charges or other claims for credit prior to the due date of the next invoice, then the disputed amount shall be escrowed with the disputing City Attorney's trust account until resolved.

ARTICLE VI

MISCELLANEOUS

- A. Any party to this Agreement shall have the right to terminate this Agreement for an uncured material breach by serving thirty (30) days written notice upon all other parties hereto. Provided, however, if the party desiring to terminate is a City, then such action shall be deemed a withdrawal from this Agreement by the City and this Agreement shall continue with the remaining parties.
- B. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- C. This Agreement may not be assigned by either party hereto without written agreement signed by all parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
- D. The captions used in this agreement are inserted for convenience only and shall not constitute a part hereof.
- E. No waiver by either party of any default by the other party in the performance of any provision of this agreement shall operate as to be construed as a waiver of any future default, whether like of different in character.
- F. This agreement shall be governed and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this agreement as of the day and year first above written.

Whitfield County, Georgia
By:Scott Chitwood, Whitfield County Sheriff
Whitfield County, Georgia
Jevin S. Jensen, Chairman

Attest:
Blanca Cardona,
County Clerk
(SEAL)
City of Dalton, Georgia
David Pennington III,
Mayor
Attest:
Bernadette Chattam,
City Clerk
(SEAL)
Town of Cohutta, Georgia
Ron Shinnick,
Mayor
Attest:
Pamela Shinnick
City Clerk
(SEAL)
City of Tunnel Hill, Georgia
Kenny Gowin,
Mayor
Attest:
Melinda Griffin
City Clerk
(SEAL)

City of Varnell, Georgia

Tom Dickson,		
Mayor		
Attest:		
Jamie Nance		
City Clerk		
(SEAL)		

CULTURE & RECREATION

RECREATION FACILITIES AND PROGRAMS

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County**, **Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton**, **Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, *OCGA §36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA §36-70-24(1)* mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA* §36-70-25 mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Recreation Service within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County, the City of Dalton, the City of Tunnel Hill, the Town of Cohutta, and the City of Varnell strive to achieve a high level of cooperation and coordination in their provision of recreational facilities and/or programs to the residents of Whitfield County. All five local governments share the primary objective to efficiently provide the widest variety of recreational opportunities to any resident of Whitfield County who wishes to take advantage of those opportunities regardless of actual residency location within Whitfield County.

While each of the five governments of and within Whitfield County may provide some similar recreational facilities and/or programs, this service delivery strategy does not involve any duplication of facilities and/or programs when considered in the context of the primary objective expressed above inasmuch as any overlap results in higher levels of service to the public. The local governments in Whitfield County which provide recreational facilities have located those facilities within distinct areas with non-overlapping boundaries. To the extent that these local governments fund the construction and/or maintenance of such facilities outside of these boundaries, such funding constitutes a part of a joint venture with the other local government(s) of Whitfield County to provide a unique facility. One such facility is the Miracle Field and park area designed for athletic events for special needs children and youth. Another is the City of Dalton's Knob North public golf course attracting players from throughout the region.

The City of Dalton provides leisure services to their residents through recreational facilities, hiking trails, neighborhood pocket parks and unique programs including the Haig Mill lake recreation area managed by the Dalton Parks and Recreation Department. In addition the Dalton Parks and Recreation Department provides diverse youth sports opportunities, adult athletics, a variety of instructional classes, swimming instruction, days camps, therapeutic programs for persons with learning and physical challenges, and four (4) community events per year. The Dalton Parks and Recreation Department holds its events open to all residents of Whitfield County. This is not duplicative because doing so provides a wider range of recreation options to all residents of Whitfield County and reduces the burden for providing recreation facilities and programs on all other jurisdictions.

The Dalton Parks and Recreation Department exists under the jurisdiction and oversite of the Mayor and Council. Additional oversite and policy setting is provided through the Dalton Parks and Recreation Commission Board of five (5) members that reside within the City of Dalton and whom the Mayor and Council of the City of Dalton appoint.

Whitfield County provides recreational facilities and programs through the Whitfield County Recreation Department, which exists under the jurisdiction and oversight of the Whitfield County Board of Commissioners. The Whitfield County Recreation Department conducts the daily maintenance and operations of recreational facilities and programs which Whitfield County provides.

The Whitfield County Recreational Department (hereinafter referenced as "WCRD") provides recreational facilities in the ten (10) Whitfield County Elementary School Districts, all of which are located outside of the corporate limits of the City of Dalton, and which include the City of Tunnel Hill, the Town of Cohutta, and the City of Varnell. In close cooperation with the Whitfield County School Board, WCRD has located many recreational facilities on campuses of Whitfield County schools, to aid in the efforts to provide accessible leisure opportunities and recreation facilities for students and residents.

In addition to the parks and athletic facilities which WCRD maintains throughout the county, WCRD directs the administration and operations of their youth and adult athletic programs for county residents.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of recreational facilities and programs to Whitfield County's residents, as each local government within Whitfield County provides facilities and programs within distinct, nonoverlapping boundaries, while coordinating with other local governments to supplement and augment recreational facilities and programs outside of those boundaries.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

[SIGNATURES ON FOLLOWING PAGE]

By: _____ Jevin S. Jensen, Chairman City of Dalton, Georgia By:

David Pennington, Mayor

Whitfield County, Georgia

City of Tunnel Hill, Georgia

By:
Ken Gowin, Mayor
City of Varnell, Georgia
By:
Tom Dickson, Mayor
Town of Cohutta







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs

should be reported to the Department of Community Affairs.	Thecessary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
	e., including all cities and unincorporated areas) by a single service provider. at, authority or organization providing the service.): Type Name of
	incorporated portion of the county by a single service provider. (If this box is r organization providing the service.): Type Name of Government, Authority
	vice only within their incorporated boundaries, and the service will not be is checked, identify the government(s), authority or organization providing the rity or Organization Here
	vice only within their incorporated boundaries, and the county will provide the checked, identify the government(s), authority or organization providing the ority or Organization Here
	legible map delineating the service area of each service provider, and ganization that will provide service within each service area.): Type Name of the
2. In developing this strategy, were overlapping identified?	service areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional do	ocumentation as described, below)
□No	
	egy, attach an explanation for continuing the arrangement (i.e., C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that t be eliminated).
	strategy, attach an implementation schedule listing each step or action that party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

Type Gov't/Authority Name He	re Detail Funding Here	
4. How will the strategy change t	he previous arrangements for providing and/or fund	ding this service within the county?
Provide Details Here		
5. List any formal service deliver this service:	y agreements or intergovernmental contracts that w	vill be used to implement the strategy for
Agreement Name	Contracting Parties	Effective and Ending Dates
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
	y) will be used to implement the strategy for this se rate or fee changes, etc.), and when will they take	
Provide Details Here		
7. Person completing form: Type Phone number: Type Your Ph		ite Here
	be contacted by state agencies when evaluating whe service delivery strategy? ☐Yes ☐No	nether proposed local government
If not, provide designated cont	act person(s) and phone number(s) below:	

ECONOMIC DEVELOPMENT

INDUSTRIAL, COMMERCIAL AND MULTI-FAMILY DEVELOPMENT SERVICES

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County**, **Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton**, **Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, *OCGA §36-7-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA* §36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA §36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Industrial**, **Commercial and Multi-Family Development** within Whitfield County:

WITNESSETH

1. <u>Description of Current Service Delivery Arrangements.</u>

The City of Dalton and Whitfield County are the only local governments which provide industrial, commercial and multi-family economic development services within Whitfield County. The City of Dalton and Whitfield County provide these services through the Dalton-Whitfield County Joint Development Authority ("JDA,") the operations of which the City of Dalton and Whitfield County have partially funded on an equal basis. The JDA is a development authority pursuant to Georgia Law and assists in fostering and promoting economic growth and development within Whitfield County. It approves new projects and expansion projects which qualify for tax abatements pursuant to an approved matrix. The JDA may buy, sell, option and/or develop real properties in furtherance of its mission. Its Board of Directors is appointed by the City of Dalton and Whitfield County.

No duplication exists in the provision of industrial and commercial development services within Whitfield County, due to the provision of such services by a single entity, the JDA, and the clear and non-overlapping responsibilities of the City of Dalton and Whitfield County.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of industrial and commercial development services within Whitfield County, as the City of Dalton and Whitfield County are the only providers of such services within Whitfield County, and the City of Dalton and Whitfield County provide such services through a single entity, the Dalton-Whitfield Chamber of Commerce, pursuant to an agreement which clearly establishes non-overlapping funding responsibilities between them.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE -

Whitfield County, Georgia			
Jevin S. Jensen, Chairman			
Attest:			
Blanca Cardona, County Clerk (SEAL)			

City of Daiton, Georgia
David Pennington III, Mayor
Attest:
Bernadette Chattam, City Clerk
(SEAL) Town of Cohutta, Georgia
Ron Shinnick,
Mayor
Attest:
Pamela Shinnick City Clerk (SEAL)
City of Tunnel Hill, Georgia
Kenny Gowin, Mayor
Attest:
Melinda Griffin City Clerk (SEAL)

City of Varnell, Georgia

Tom Dickson,	 	
Mayor		
Attest:		
Jamie Nance City Clerk (SEAL)		

PUBLIC SAFETY

LAW ENFORCEMENT

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, *OCGA §36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA §36-70-24(1)* mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA §36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Law Enforcement within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton maintains a police force for the purpose of enhancing the safety of the persons who reside and the businesses which operate within the corporate limits of the City of Dalton. This enhancement in law enforcement services to the City of Dalton occurs due to the more intense and frequent patrolling and security checks which are possible due to the existence of a police force which operates solely within the corporate limits of the City of Dalton, and which, as a result, is capable of quicker response times to incidents within the City of Dalton than the response times of the Whitfield County Sheriff's Department to areas within the City of Dalton. The existence of the City of

Dalton's police force further frees up the Whitfield County Sheriff's Department allowing it to have quicker response times in unincorporated areas of the County.

The City of Tunnel Hill, the Town of Cohutta and the City of Varnell also maintain separate police forces which operate solely within the respective corporate limits of those cities. The separate police force which each of the above-referenced municipalities maintains enhances law enforcement services in those municipalities for the same reasons the City of Dalton's police force provides an enhancement of law enforcement services as described above.

The Whitfield County Sheriff's Department, an office mandated by the Georgia Constitution, has jurisdiction to provide law enforcement services county-wide. As a matter of practicality and efficiency, however, it focuses its attention on providing law enforcement services to the unincorporated areas of Whitfield County.

No duplication exists in the delivery of law enforcement services to the residents of Whitfield County, as each law enforcement agency described above strives to work with other law enforcement agencies to provide efficient, effective, responsive, and comprehensive law enforcement services within Whitfield County. Each separate municipal police force mentioned above is limited to operating within the corporate limits of the city with which it is associated, while assisting other law enforcement agencies within Whitfield County when necessary. Each separate municipal police force within Whitfield County provides enhanced law enforcement services above those which the Whitfield County Sheriff's Department is able to provide, due to the extensive county-wide law enforcement responsibilities of the Sheriff's Department.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. However, the parties additionally agree that, considering it would serve the above stated purpose, the Whitfield County Sheriff's office may deputize officers of the various municipalities' police forces and that such deputized officers shall have arrest powers throughout the county.

Further, the parties hereto agree that no duplication exists in the provision of law enforcement service within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

Whitfield County, Georgia
By:
Jevin S. Jensen, Chairman
City of Dalton, Georgia
By:
David Pennington, Mayor
City of Tunnel Hill, Georgia
By:
Ken Gowin, Mayor
City of Varnell, Georgia
By:
Tom Dickson, Mayor
Town of Cohutta
By:
Ron Shinnick, Mayor

ECONOMIC DEVELOPMENT

NORTHWEST GEORGIA TRADE AND CONVENTION CENTER

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this _____ day of October, 2022, by and between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the Town of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, OCGA §§ 36-70-20 et seq. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA § 36-70-24(1)* mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA § 36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning the operation of the **Northwest Georgia Trade and Convention Center,** a facility **and agency** within Whitfield County as hereinafter described;

WITNESSETH

1. Description of Current Service Delivery Arrangement.

The assets of the Northwest Georgia Trade and Convention Center are vested in an entity known as the Northwest Georgia Trade and Convention Center Authority (Authority), a public body corporate and politic, and a political subdivision of the State of Georgia, having responsibility and authority to promote tourism, conventions, and trade shows in Dalton and Whitfield County, established pursuant to H. B. 1004 known as the "Northwest Georgia Trade and Convention Center Authority Act" in the 2003-2004 regular session of the Georgia General Assembly ("the Act"). The Authority exercises all powers in maintaining and operating the Northwest Georgia Trade and Convention Center though its funding is shared jointly by the City of Dalton and Whitfield County. The City of Dalton and Whitfield County Board of Commissioners

each have a governing authority member on the 7 member Board and make appointments to the Board pursuant to the terms of the Act.

The Authority in conjunction with the Dalton-Whitfield County Convention and Visitors Bureau ("CVB") are the sole providers of convention and tourism services within Whitfield County. The CVB also assists in economic development in Whitfield County by serving as a source of information and assistance to conventioneers and tourists who visit the area.

No duplication exists in the provision of convention and tourism promotional services within Whitfield County.

As a first-rate facility for the hosting of trade shows, conventions, and other events, the Northwest Georgia Trade and Convention Center provides a unique economic and cultural development tool for Whitfield County and the municipalities located therein, as well as the entire Northwest Georgia region.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-

WHITFIELD COUNTY	CITY OF DALTON
BY: CHAIRMAN, WHITFIELD COUNTY BOARD OF COMMISSIONERS	BY: MAYOR
ATTEST:	ATTEST:
COUNTY SEAL	CITY SEAL
CITY OF TUNNEL HILL	TOWN OF COHUTTA
BY:	BY:
ATTEST:	ATTEST:
CITY SEAL	CITY SEAL
CITY OF VARNELL	
BY:	
ATTEST:	

CITY SEAL

CULTURE & RECREATION

PUBLIC CEMETERY MAINTENANCE

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among Whitfield County, Georgia, a body politic and political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia (hereinafter referred to as the "County"), and the City of Dalton, the City of Tunnel Hill, the City of Varnell, and the Town of Cohutta, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia (hereinafter referred to as "the Cities" and individually as "City" or "Town";

WHEREAS, OCGA §§ 36-70-20 through 36-70-28, mandate that Whitfield County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, OCGA § 36-70-24(1), mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, OCGA § 36-70-25, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in the Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Public Cemetery Maintenance within Whitfield County:

WITNESSETH

1. <u>Description of Current Service Delivery Arrangements</u>

The City of Dalton and the City of Varnell provide public cemetery maintenance within Whitfield County. The City of Dalton provides this service on a county-wide basis, as it maintains three cemeteries (namely West Hill Cemetery and two cemeteries now closed for further burials but still maintained, Oak Hill Cemetery and Old Presbyterian Cemetery) within the corporate limits of the City of Dalton which preserves the culture and heritage of all Whitfield County residents, and which provides a final resting place for all Whitfield County residents, former residents, and their families.

The City of Varnell provides public cemetery maintenance through one cemetery located within its corporate limits. The City of Varnell's maintenance of a public cemetery within its corporate limits provides an enhancement in this service to the residents of the City of Varnell, as it enables the preservation of the particularl culture and heritage of the City of Varnell's residents, while providing a final resting place for residents and former residents of the City of Varnell, as well as their families, which is closer to their homes than the City of Dalton's public cemetery.

Thus, no duplication exists in the delivery of public cemetery service within Whitfield County.

2. Future Service Delivery Strategy

The parties hereto agree that the current service delivery arrangements described above are efficient, effective and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of Public Cemetery Maintenance to Whitfield County, as the City of Dalton and the City of Varnell are providers of said service as described above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-

Witness our signatures, this	day of October, 2022.
Whitfield County, Georgia	
By:	
Jevin S. Jensen, Chairman	
City of Dalton, Georgia	
By:	
David Pennington, Mayor	
City of Tunnel Hill, Georgia	
By:	
Ken Gowin, Mayor	
City of Varnell, Georgia	
By:	
Tom Dickson, Mayor	
Town of Cohutta	
By:	

Ron Shinnick, Mayor







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
	on delivery arrangement for this service: cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): Type Name of
Government, Authority or Organization Here	
	porated portion of the county by a single service provider. (If this box is nization providing the service.): Type Name of Government, Authority
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the r Organization Here
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the or Organization Here
	le map delineating the service area of each service provider, and ation that will provide service within each service area.): Type Name of
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docum	entation as described, below)
□No	
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that diminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

Type Gov't/Authority Name H	iere Det	ail Funding Here	
Type Gov't/Authority Name H		ail Funding Here	
Type Gov't/Authority Name H	lere Det	Detail Funding Here	
. How will the strategy change	e the previous a	arrangements for providing and/or fu	nding this service within the county?
Provide Details Here	ory agraement	or intergovernmental contracts the	will be used to implement the strategy fo
this service: Agreement Name	ery agreements	Contracting Parties	Effective and Ending Dates
Name Agreement Here		cting Parties Here	Effective - End
Name Agreement Here		cting Parties Here	Effective - End
Name Agreement Here		cting Parties Here	Effective - End
Name Agreement Here		cting Parties Here	Effective - End
Name Agreement Here	List Contra	cting Parties Here	Effective - End
Name Agreement Here	List Contra	cting Parties Here	Effective - End
What other mechanisms (if a acts of the General Assembly	any) will be use y, rate or fee cl	d to implement the strategy for this ananges, etc.), and when will they tak	service (e.g., ordinances, resolutions, loc e effect?
. Person completing form: Typ Phone number: Type Your F	Phone Number	Here Date completed: Type I	Date Here whether proposed local government
projects are consistent with t	he service deliventact person(s)	very strategy? ☐Yes ☐No and phone number(s) below:	whomer proposed local government

PUBLIC WORKS

ROAD, STREET, BRIDGE, STREET LIGHT, AND TRAFFIC CONTROL/ENGINEERING CONSTRUCTION AND MAINTENANCE

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, *OCGA §36-7-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA* §36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA §36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Road, Street, Bridge, Street Light and Traffic/Control Engineering Construction and Maintenance within Whitfield County:

WITNESSETH

1. <u>Description of Current Service Delivery Arrangement between Whitfield County and the Town of Cohutta, and the Cities of Tunnel Hill and Varnell for Road and Bridge Construction and Maintenance.</u>

Excluding public roads and bridges located within Whitfield County that are directly constructed by and/or maintained by the United States federal government or

by the State of Georgia, Whitfield County shall, during the pendency of this Agreement, continue to bear sole discretion and financial responsibility through its General Fund and any other sources of funding, such as SPLOST, for the periodic construction, resurfacing, and maintenance of all publicly dedicated roads and bridges located within unincorporated Whitfield County, Georgia, within the Town of Cohutta, within the City of Tunnel Hill, and within the City of Varnell.

As a part of this Agreement, Whitfield County shall control and direct all L.M.I.G. or other local road funds submissions or amounts provided by the State of Georgia for all of Whitfield County except for road improvement projects located within the municipal boundaries of the City of Dalton, which shall control and direct its L.M.IG.

No change in current services is contemplated.

2. <u>Description of Service Delivery Arrangement between Whitfield County and the City of Dalton for Road, Street and Bridge Construction and Maintenance.</u>

Excluding public roads and bridges located within the City of Dalton that are directly constructed by the United States federal government or by the State of Georgia, the City of Dalton shall, during the pendency of this Agreement, continue to bear sole discretion and financial responsibility through its General Fund and any other sources of funding, such as SPLOST, for the periodic construction, resurfacing, and maintenance of all publicly dedicated roads and bridges located within the City of Dalton.

During the term of this Agreement, Whitfield County shall remit \$200,000.00 to the City of Dalton once annually by January 31st of each succeeding year. The purpose of such payment is to approximate an allocation for paving within the City of Dalton based upon its approximately 20% of the road miles within the entire organic Whitfield County road system.

3. <u>Description of Service Delivery Arrangement Regarding Street</u> Lights and Traffic Control/Engineering.

With respect to street lighting services, each of the Cities provides street lights, including all hardware and power thereto, within portions of its jurisdiction and Whitfield County provides street lights within portions of the unincorporated areas of the county.

With respect to traffic control and engineering services, including, but not limited to the location, placement, and maintenance of traffic lights, road signs, painted road lines, pedestrian aids, and the like, the City of Dalton provides such services within its jurisdiction for city streets maintained by it pursuant to subparagraph 2 hereinabove.

Likewise, with respect to traffic control and engineering services, including, but not limited to the location, placement, and maintenance of traffic lights, road signs, painted road lines, pedestrian aids, and the like, Whitfield County provides such services within the Cities of Tunnel Hill, Varnell, the Town of Cohutta, and the unincorporated areas of the county for county roads maintained by it pursuant to subparagraph 1 hereinabove.

4. Road Maintenance Agreement Map.

The current version of the City/County Road Maintenance Agreement Map, as adopted by the Mayor and Council of Dalton the Whitfield County Board of Commissioners is attached hereto as *Exhibit "A"* and incorporated herein by this reference, as the same may be amended from time to time. This map shall also dictate responsibilities with respect to inclement weather response.

5. Term and Termination.

This Agreement shall remain in force and effect until altered or amended in writing by the parties hereto or until the LOST Certificate executed on or about August 8, 2022, shall no longer remain in force and effect, whichever shall occur first. At any such time in the future that such LOST distribution shall change, the rights and responsibilities the parties with respect to the subject matter hereof shall cease automatically and without the necessity for any further action or notice.

6. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements at this time, except as set forth herein.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

Whitfield County, Georgia		
Jevin S. Jensen,		
Chairman		
Attest:		
Blanca Cardona,		
County Clerk		
(SEAL)		

City of Dalton, Georgia
David Pennington III, Mayor
Attest:
Bernadette Chattam, City Clerk (SEAL)
Town of Cohutta, Georgia Ron Shinnick,
Mayor
Attest:
Pamela Shinnick City Clerk (SEAL)
City of Tunnel Hill, Georgia
Kenny Gowin, Mayor
Attest:
Melinda Griffin City Clerk (SEAL)

City of Varnell, Georgia

Tom Dickson,	
Mayor	
Attest:	
Jamie Nance	
City Clerk	
(SEAL)	

PUBLIC HEALTH AND WELFARE

EMERGENCY RESCUE AND FIRST RESPONDER SERVICES

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among Whitfield County, Georgia, a body politic and political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia (hereinafter referred to as the "County"), and the City of Dalton, the City of Tunnel Hill, the City of Varnell, and the Town of Cohutta, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia (hereinafter referred to as "the Cities" and individually as "City" or "Town";

WHEREAS, OCGA §§ 36-70-20 through 36-70-28, mandate that Whitfield County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, OCGA § 36-70-24(1), mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, OCGA § 36-70-25, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in the Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Emergency Rescue and First Responder Services within Whitfield County:

WITNESSETH

1. <u>Description of Current Service Delivery Arrangements</u>

The City of Dalton provides first responder services, as defined in NFPA 1710, solely within the corporate limits of the City of Dalton, while Whitfield County provides such first responder services to the unincorporated areas of Whitfield County, to the City of Tunnel Hill, to the City of Varnell, and to the Town of Cohutta.

First responder services are limited to the dispatch of trained personnel to the site of an accident or other emergency. Said trained personnel do not transport injured

individuals from the site of such an accident or emergency, as their role is specifically geared to stabilizing such injured individuals until an ambulance and/or other emergency rescue personnel arrive on the scene. Thus, first responder services enhance, rather than duplicating, the emergency rescue services which Whitfield County provides on a county-wide basis.

No duplication exists in the delivery of emergency rescue and first responder services within Whitfield County, as Whitfield County and the City of Dalton provide first responder service solely within the non-overlapping geographical boundaries described above.

Whitfield County is also a signatory of and subject to the Georgia Emergency Management Agency-Homeland Security (GEMA-Homeland Security) Statewide Mutual Aid and Assistance Agreement. The purpose behind this agreement is to provide mutual assistance between counties and other entities participating in the agreement in the event of a declared emergency or disaster.

Finally, on March 9, 2020, Whitfield County and the cities within the county signed the Automatic Aid for Fire Services and First Response, which also related to this section of the agreement.

2. <u>Future Service Delivery Strategy</u>

The parties hereto agree that the current service delivery arrangements described above are efficient, effective and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of Ambulance, Emergency Rescue, and First Responder Services to Whitfield County, for the reasons described above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-

Witness our signatures, this	day of October, 2022.
Whitfield County, Georgia	
By:	
Jevin S. Jensen, Chairman	
City of Dalton, Georgia	
By:	
David Pennington, Mayor	
City of Tunnel Hill, Georgia	
By:	
Ken Gowin, Mayor	
City of Varnell, Georgia	
By:	
Tom Dickson, Mayor	
Town of Cohutta	
By:	<u> </u>

Ron Shinnick, Mayor







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs

should be reported to the Department of Community Affairs.	ressary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
1. Check one box that best describes the agreed up	pon delivery arrangement for this service:
	including all cities and unincorporated areas) by a single service provider. authority or organization providing the service.): Type Name of
	orporated portion of the county by a single service provider. (If this box is ganization providing the service.): Type Name of Government, Authority
	e only within their incorporated boundaries, and the service will not be checked, identify the government(s), authority or organization providing the or Organization Here
	e only within their incorporated boundaries, and the county will provide the ecked, identify the government(s), authority or organization providing the y or Organization Here
	tible map delineating the service area of each service provider, and dization that will provide service within each service area.): Type Name of
2. In developing this strategy, were overlapping ser identified?	rvice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docu	mentation as described, below)
□No	
	, attach an explanation for continuing the arrangement (i.e., 6.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that e eliminated).
If these conditions will be eliminated under the stra-	tegy, attach an implementation schedule listing each step or action that

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

Type Gov't/Authority Name He	re Detail Funding Here	
4. How will the strategy change	the previous arrangements for providing and/or fu	nding this service within the county?
Provide Details Here		
5. List any formal service deliver this service:	y agreements or intergovernmental contracts that	will be used to implement the strategy for
Agreement Name	Contracting Parties	Effective and Ending Dates
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
	ny) will be used to implement the strategy for this strate or fee changes, etc.), and when will they take	
Provide Details Here		
7. Person completing form: Type Phone number: Type Your Ph		Date Here
	be contacted by state agencies when evaluating version e service delivery strategy? ☐Yes ☐No	whether proposed local government
If not, provide designated cont	act person(s) and phone number(s) below:	

PUBLIC HEALTH & WELFARE PUBLIC HEALTH SERVICES SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, *OCGA* §36-7-20 through *OCGA* §36-7-28 mandate that Whitfield County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA* § 36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA § 36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Public Health Services** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County is the sole provider of public health services countywide within Whitfield County through the Whitfield County Board of Health. By virtue of Georgia State law, the Whitfield County Board of Health is the legal entity which is solely responsible for providing public health services within Whitfield County.

The Whitfield County Board of Health consists of the Chief Executive Officer of the Governing Authority of the County (or appointee thereof,) the County Superintendent of Schools, a physician, nurse or dentist (whom the County Governing Authority appoints), a health consumer (whom the County Governing Authority appoints), a consumer/nurse (whom the Governing Authority of the largest municipality of the County appoints), a health consumer (whom the County Governing Authority appoints specially to represent the interests of the county's needy, underprivileged, or elderly persons), and the Chief Executive Officer of the largest municipality in the county.

The County Board of Health's Chief Executive Officer is the District Health Director. Whitfield County owns the Whitfield County Health Department Medical

Access Clinic facility and provides for capital maintenance and improvements. The Whitfield County Board of Health, through its annual budget, maintains the building. Whitfield County funds the Whitfield County Board of Health annually through its General Fund.

The Whitfield County Board of Health provides its services and programs countywide, which include, but are not limited to, immunization clinics, well-child clinics, communicable disease control, dental services for qualified children, family planning services, Women, Infants, and Children (W.I.C.) Program, Parental Clinics, MedBank (low cost pharmaceuticals,) Environmental Health Services, and Health Education Programs.

No duplication exists in the delivery of public health services within Whitfield County, due to Whitfield County's status as the sole local government provider of such services in Whitfield County, by virtue of Georgia state law.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of public health services within Whitfield County, as Whitfield County is the sole local government provider of such services within Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

Jevin S. Jensen,	
Chairman	
Attest:	
Blanca Cardona,	

Whitfield County, Georgia

County Clerk (SEAL)
City of Dalton, Georgia
David Pennington III, Mayor
Attest:
Bernadette Chattam, City Clerk (SEAL)
Town of Cohutta, Georgia
Ron Shinnick, Mayor
Attest:
Pamela Shinnick City Clerk (SEAL)

City of Tunnel Hill, Georgia

Kenny Gowin, Mayor

Attest:

Melinda Griffin
City Clerk
(SEAL)
City of Varnell, Georgia
, ,
Tom Dickson,
Tom Dickson, Mayor
•
Mayor
•
Mayor
Mayor
Mayor Attest:
Mayor Attest: Jamie Nance
Mayor Attest:





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SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1. Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
	, including all cities and unincorporated areas) by a single service provider, authority or organization providing the service.): Type Name of
	corporated portion of the county by a single service provider. (If this box is rganization providing the service.): Type Name of Government, Authority
	ce only within their incorporated boundaries, and the service will not be checked, identify the government(s), authority or organization providing the y or Organization Here
	ce only within their incorporated boundaries, and the county will provide the hecked, identify the government(s), authority or organization providing the ity or Organization Here
	gible map delineating the service area of each service provider, and nization that will provide service within each service area.): Type Name of
In developing this strategy, were overlapping se identified?	ervice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docu	umentation as described, below)
	y, attach an explanation for continuing the arrangement (i.e., G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that be eliminated).
	ategy, attach an implementation schedule listing each step or action that arty and the agreed upon deadline for completing it.

Page 1 of 2

SDS FORM 2, continued				
3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact				
enterprise funds, user fees, ge fees, bonded indebtedness, e		inds, special service district revenues, hot	el/motel taxes, franchise taxes, impact	
lees, bonded indebtedness, etc.).				
Local Government or Authority		<u>Funding Method</u>		
Type Gov't/Authority Name He	<u>re</u>	Detail Funding Here		
Type Gov't/Authority Name He	re	Detail Funding Here		
Type Gov't/Authority Name He	re	Detail Funding Here		
Type Gov't/Authority Name Here		Detail Funding Here		
Type Gov't/Authority Name Here		Detail Funding Here		
Type Gov't/Authority Name He	<u>re</u>	Detail Funding Here		
4. How will the strategy change	the prev	vious arrangements for providing and/or fu	nding this service within the county?	
Provide Details Here				
List any formal service deliver this service:	y agree	ments or intergovernmental contracts that	will be used to implement the strategy for	
uns service.				
Agreement Name		Contracting Parties	Effective and Ending Dates	
Name Agreement Here	List C	Contracting Parties Here	Effective - End	
Name Agreement Here	List C	Contracting Parties Here	Effective - End	
Name Agreement Here	List C	Contracting Parties Here	Effective - End	
Name Agreement Here	List C	Contracting Parties Here	Effective - End	
Name Agreement Here		Contracting Parties Here	Effective - End	
Name Agreement Here List Contracting Parties Here Effective - End		Effective - End		
		be used to implement the strategy for this street fee changes, etc.), and when will they tak	service (e.g., ordinances, resolutions, local e effect?	
Provide Details Here				
7. Person completing form: Type Your Name & Title Here Phone number: Type Your Phone Number Here Date completed: Type Date Here				
		tacted by state agencies when evaluating	whether proposed local government	
projects are consistent with the service delivery strategy? Yes No				

Page <u>2</u>4 of 2

If not, provide designated contact person(s) and phone number(s) below: TYPE CONTACT NAME, TITLE & PHONE HERE

PUBLIC WORKS SOLID WASTE DISPOSAL SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County**, **Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS,§§ 36-7-20 through 36-70-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County on terms more particularly described in said Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named entities, in consideration of the mutual covenants and promises, contained herein, agree as follows concerning the provision of **Solid Waste Disposal** within Whitfield County:

WITNESSETH

1. <u>Description of current Service Delivery Arrangements.</u>

In 1994 the City of Dalton and Whitfield County, each responding to the continued population and industrial growth of Whitfield County and its municipalities, created a regional solid waste management authority pursuant to the provisions of the **REGIONAL SOLID WASTE MANAGEMENT AUTHORITIES ACT** (O.C.G.A. §12-8-50 et seq). On November 22, 1994 the City of Dalton and Whitfield County completed the formation and activated the **Dalton/Whitfield Regional Solid Waste Management Authority** (hereinafter the "Authority.") The Authority is managed by a Board of Directors and has been reauthorized and extended through December 31, 2035.

The purpose of the Authority is to plan, manage and provide financing for Solid Waste Management needs of all residents of Whitfield County, individual, corporate, and governmental. The Authority is responsible for operating solid waste management

activities for the benefit of the entire county. In addition, the Authority is responsible for planning and engaging in developmental services for future land use as well as closure activities of landfills as the same are filled. The Authority charges users of its services a reasonable and objective fee, applicable to all Whitfield County residents, both individuals and corporate, on an objective and non-discriminatory basis. The City of Dalton and Whitfield County are contingently responsible for any Authority costs not covered by Authority income. The Authority is responsible for its own employees, leasing them from the City of Dalton.

The Authority owns and operates the Old Dixie Highway Landfill, which is the main solid waste landfill within Whitfield County, where it charges all customers, individual, corporate, and governmental, a tipping fee, but allows residents to drop off household garbage and recycling. Additionally, the Authority owns and operates three (3) convenience centers for Whitfield County residents to bring household garbage and recycling.

Whitfield County pays the tipping fees for household garbage deposited by citizens at the convenience centers. Citizens themselves pay a transportation fee for dumping bulky items or remodeling items, and the like, at the convenience centers.

The Cities of Dalton and Varnell and the Town of Cohutta each offer their citizens curbside garbage pickup within their jurisdictional limits. After retrieval, the garbage is then conveyed to the Old Dixie Highway Landfill or, sometimes to the McGaughey Chapel Transfer Station in the cases of the City of Varnell and the Town of Cohutta. In consideration of the current LOST distribution executed August 8, 2022, Whitfield County does not presently charge either Varnell or Cohutta when such municipal waste is deposited at the McGaughey Chapel Transfer Station.

To the extent any local government transfers waste at the South Dixie Landfill, it shall be responsible for all costs of conveyance and all tipping fees.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Further, the parties hereto agree that no duplication exists in the provision of solid waste disposal services, as the City of Dalton is the sole provider of said service, only within the corporate limits of the City of Dalton.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

<u>v</u>	Whitfield County, Georgia		
Je Cl	evin S. Jensen, hairman		
<u>A</u>	ttest:		
<u>C</u>	lanca Cardona, ounty Clerk SEAL)		
<u>C</u>	lity of Dalton, Georgia		
<u>D</u>	Pavid Pennington III. Mayor		
<u>A</u>	ttest:		
<u>C</u>	ernadette Chattam, ity Clerk SEAL)		
<u>T</u>	own of Cohutta, Georgia		
	on Shinnick, Iayor		
<u>A</u>	ttest:		
<u>C</u> :	amela Shinnick ity Clerk SEAL)		
<u>C</u>	lity of Tunnel Hill, Georgia		

Kenny Gowin, Mayor	
Attest:	
Melinda Griffin City Clerk (SEAL)	
City of Varnell, Georgia	
Tom Dickson, Mayor	

PUBLIC UTILITIES

SEWER SERVICE

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, *OCGA §36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA* §36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA* §36-70-25 mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Sewer Service within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The provision of sewer services in Whitfield County and its municipalities will be provided by the City of Dalton through Dalton Utilities. To meet the needs of its citizens, the City of Dalton, in 1873, took the first steps to create a sewer works system, by local act of the Georgia Legislature. The City of Dalton, in 1913, by an act of the Georgia General Assembly, reorganized its utility division by creating the Board of Water, Light and Sinking Fund Commissioners, which is the governing body that presently operates the utilities of the City of Dalton. This Board and its operating entity (hereinafter "Dalton Utilities") presently provide gas, electric, water and sewer services to the City of Dalton,

Certain unincorporated portions of Murray, Gordon, and Floyd counties. Other than the provision of utility services through Whitfield County to certain areas in the county, neither Whitfield County nor any of the other municipalities within its borders own, operate, or provide water, sewer, gas or electric services to their citizens. Sufficient electrical service has been provided to all county residents by Dalton Utilities, North Georgia Electric Membership Corporation and Georgia Power Company. The demands of the county and municipalities other than Dalton for potable water and sewage treatment have been satisfied by the drilling of wells and installation of individual septic systems.

With the growth of the entire county and its municipalities, greater demand has been made upon the area's natural resources. Lands ideal for installation and operation of wells and septic systems having been substantially developed, the development of less suitable lands has resulted in a growing need for the expansion of water through Whitfield County.

The County and its municipalities jointly developed the future land use plan. This land use plan and amendments thereto shall be of main consideration in developing a wastewater master plan and amendments thereto detailing the collection and treatment strategy to support future development patterns.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. In order to further serve those above stated goals, the parties additionally agree that the expansion of sewer service into unincorporated areas of the municipalities other than the City of Dalton shall be subject to the adoption of separate intergovernmental agreements at the time of any such project. The parties agree that sewer service shall be funded through rates.

Further, the parties hereto agree that no duplication exists in the provision of sewer service within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Whitfield County, Georgia

By:
Jevin S. Jensen, Chairman
City of Dalton, Georgia
By:
David Pennington, Mayor
City of Tunnel Hill, Georgia
By:
Ken Gowin, Mayor
City of Varnell, Georgia
By:
Tom Dickson, Mayor
Town of Cohutta
By:
Ron Shinnick, Mayor

PUBLIC UTILITIES

WATER SERVICE

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, *OCGA §36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA* §36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA* §36-70-25 mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Water Service within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The provision of water services by Whitfield County or any municipality within its corporate limits is discretionary. To meet the needs of its citizens, the City of Dalton, in 1873, took the first steps to create a water works system, by local act of the Georgia Legislature. The City of Dalton, in 1913, by an act of the Georgia General Assembly, reorganized its utility division by creating the Board of Water, Light and Sinking Fund Commissioners, which is the governing body that presently operates the utilities of the City of Dalton. This Board and its operating entity (hereinafter "Dalton Utilities") presently provide gas, electric, water and sewer services to the City of Dalton, Certain

unincorporated portions of Murray, Gordon, and Floyd counties. Other than the provision of utility services through Whitfield County to certain areas in the county, neither Whitfield County nor any of the other municipalities within its borders own, operate, or provide water, sewer, gas or electric services to their citizens. Sufficient electrical service has been provided to all county residents by Dalton Utilities, North Georgia Electric Membership Corporation and Georgia Power Company. The demands of the county and municipalities other than Dalton for potable water and sewage treatment have been satisfied by the drilling of wells and installation of individual septic systems.

With the growth of the entire county and its municipalities, greater demand has been made upon the area's natural resources. Lands ideal for installation and operation of wells and septic systems having been substantially developed, the development of less suitable lands has resulted in a growing need for the expansion of water through Whitfield County.

On September 14, 1998, as a result of detailed negotiation, the Board of Water, Light and Sinking Fund Commissioners entered into a Utility Service Agreement with Whitfield County. The Agreement reflects the commitment of Dalton Utilities to provide potable water throughout Whitfield Count, as agreed upon between Dalton Utilities and Whitfield County. The Agreement reflects the commitment of Dalton Utilities to provide potable water throughout Whitfield County, as agreed upon between Dalton Utilities and Whitfield County. The method of payment for the capital improvements is described therein and is viewed as beneficial to all parties involved. The Agreement having been negotiated and entered into subsequent to the passage of House Bill 489, the Agreement incorporates a goal of said law in assuring water rates which are based on the cost of providing the services, and not on arbitrary standards.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. In order to further serve those above stated goals, the parties additionally agree that the expansion of water service into unincorporated areas of the municipalities other than the City of Dalton shall be subject to the adoption of separate intergovernmental agreements at the time of any such project. The parties agree that water service shall be funded through rates.

Further, the parties hereto agree that no duplication exists in the provision of water service within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

Whitfield County, Georgia
By:
Jevin S. Jensen, Chairman
City of Dalton, Georgia
By:
David Pennington, Mayor
City of Tunnel Hill, Georgia
By:
Ken Gowin, Mayor
City of Varnell, Georgia
By:
Tom Dickson, Mayor
Town of Cohutta
By:
Ron Shinnick, Mayor







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on F listed on FORM 1. Answer each question below, attaching additional pages	
bottom of the page) changes, this should be reported to the Department of C	Community Affairs.
COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
1. Check one box that best describes the agreed upon delive	ry arrangement for this service:
a.) Service will be provided countywide (i.e., including a service provider. (If this box is checked, identify the govern service.): Type Name of Government, Authority or Organ	ment, authority or organization providing the
b.) Service will be provided only in the unincorporated pathis box is checked, identify the government, authority or or Government, Authority or Organization Here	
c.) One or more cities will provide this service only with will not be provided in unincorporated areas. (If this box is organization providing the service: Type Name of Government of Covernment of	checked, identify the government(s), authority or
d.) One or more cities will provide this service only with provide the service in unincorporated areas. (If this box is organization providing the service.): Type Name of Govern	checked, identify the government(s), authority or
e.) Other (If this box is checked, <u>attach a legible map provider</u> , and identify the government, authority, or other conservice area.): Type Name of Government, Authority or other conservice area.	organization that will provide service within each
2. In developing this strategy, were overlapping service areas this service identified?	s, unnecessary competition and/or duplication of
☐ Yes (if "Yes," you must attach additional documentation	as described, below)
□No	
If these conditions will continue under this strategy, attach ar (i.e., overlapping but higher levels of service (See O.C.G.A. 3 or reasons that overlapping service areas or competition can	36-70-24(1)), overriding benefits of the duplication,
If these conditions will be eliminated under the strategy, <u>attactory</u> or action that will be taken to eliminate them, the responsible it.	

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will	ill be
funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel	taxes,
franchise taxes, impact fees, bonded indebtedness, etc.).	

Local Government or Authority	Funding Method
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
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. How will the strategy chan county?	ge the p	revious arrangements for providing and/o	or funding this service within the	
Provide Details Here				
List any formal service delistrategy for this service: Agreement Name	very agr	eements or intergovernmental contracts Contracting Parties	that will be used to implement the Effective and Ending Dates	
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		Il be used to implement the strategy for the late of the late of the strategy for the late of the late		
	Phone uld be co	Number Here Date completed: Ty ontacted by state agencies when evaluat	ing whether proposed local	
		with the service delivery strategy? ☐Ye erson(s) and phone number(s) below:	s ∐ino	

TYPE CONTACT NAME, TITLE & PHONE HERE

CULTURE & RECREATION

SENIOR CITIZEN CENTER SERVICES

SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS,§ 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section; and

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Senior Citizen Center Services** within Whitfield County:

WITNESSETH

1. <u>Description of Current Service Delivery Arrangements.</u>

Currently for 2022, the City of Dalton owns the real property upon which the Dalton-Whitfield County Senior Center is located and all staff are City employees. The City of Dalton and Whitfield County each contribute one-half (1/2) toward operating costs.

Commencing January 1, 2023, and for so long as the LOST Certificate approved by the parties on August 8, 2022, shall remain in force and effect, Whitfield County shall provide Senior Citizen Center services countywide. The City of Dalton shall convey the real property to the county and all furniture, fixtures and equipment. Whitfield County shall fund such services from its General Fund or any available grant or other governmental sources. All parties agree that, effective January 1, 2023,

Whitfield County shall dissolve the Special Tax District created for purposes of funding Whitfield County's present one-half share of the operating costs therefor. Additionally, the City of Dalton shall reimburse all SPLOST funds for the Senior Center to Whitfield County control, for capital improvements.

2. <u>Future Service Delivery Strategy.</u>

The parties hereto agree that such service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

Whitfield County, Georgia		
Jevin S. Jensen,		
Chairman		
Attest:		
Blanca Cardona,		
County Clerk (SEAL)		
City of Dalton, Georgia		
David Pennington III,		
Mayor		
Attest:		
Bernadette Chattam,		
City Clerk (SEAL)		

Town of Cohutta, Georgia
Ron Shinnick, Mayor
Attest:
Pamela Shinnick City Clerk (SEAL)
City of Tunnel Hill, Georgia
Kenny Gowin, Mayor
Attest:
Melinda Griffin City Clerk (SEAL)
City of Varnell, Georgia
Tom Dickson, Mayor
Attest:
Jamie Nance City Clerk (SEAL)







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

should be reported to the Department of Community Arians.	
COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
Check <u>one</u> box that best describes the agreed upon.	on delivery arrangement for this service:
	cluding all cities and unincorporated areas) by a single service provider. Ithority or organization providing the service.): Type Name of
	porated portion of the county by a single service provider. (If this box is anization providing the service.): Type Name of Government, Authority
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the or Organization Here
	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the or Organization Here
e.) Other (If this box is checked, <u>attach a legit</u> identify the government, authority, or other organiz Government, Authority or Organization Here	ole map delineating the service area of each service provider, and cation that will provide service within each service area.): Type Name of
In developing this strategy, were overlapping serv identified?	ice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docum	nentation as described, below)
□No	
If these conditions will continue under this strategy, a overlapping but higher levels of service (See O.C.G. overlapping service areas or competition cannot be	attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be	funded (e.g.,
enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise to	axes, impact
fees, bonded indebtedness, etc.).	-

Local Government or Authority	Funding Method
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

Type Gov't/Authority Name Here		Detail Funding Here	
Type Gov't/Authority Name Here		Detail Funding Here	
4. How will the strategy chang	e the previ	ous arrangements for providing and/or f	unding this service within the county?
Provide Details Here			
this service:	ery agreer	-	at will be used to implement the strategy for
Agreement Name		Contracting Parties	Effective and Ending Dates
Name Agreement Here	List C	ontracting Parties Here	Effective - End
Name Agreement Here	List C	ontracting Parties Here	Effective - End
Name Agreement Here	List C	ontracting Parties Here	Effective - End
Name Agreement Here	List C	ontracting Parties Here	Effective - End
Name Agreement Here	List C	ontracting Parties Here	Effective - End
Name Agreement Here	List C	ontracting Parties Here	Effective - End
		e used to implement the strategy for this ee changes, etc.), and when will they ta	service (e.g., ordinances, resolutions, local ke effect?
Provide Details Here			
7. Person completing form: Ty Phone number: Type Your			Date Here
		acted by state agencies when evaluating delivery strategy? Yes No	whether proposed local government
If not, provide designated co		on(s) and phone number(s) below: ONE HERE	

GOVERNMENT SERVICES

PROPERTY TAX ASSESSMENT AND COLLECTION SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County**, **Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton**, **Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town") and the Whitfield County Tax Commissioner, who is a party hereto.

WHEREAS, *OCGA §36-70-20* through *OCGA §36-70-28*, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, *OCGA* §36-70-24(1) mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA* §36-70-25 mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County on terms more particularly described in said Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named entities, in consideration of the mutual covenants and promises, contained herein, agree as follows concerning the provision of **Property Tax Assessment and Collection** within Whitfield County:

WITNESSETH:

1. <u>Description of Current Service Delivery Arrangements.</u>

Whitfield County and the Cities of Dalton and Varnell have achieved a high level of cooperation and coordination in their efforts to assess and collect the property taxes which each government separately imposes on its residents.

Pursuant to the authority granted in *OCGA §48-5-359.1*, Whitfield County and the City of Dalton entered into an Agreement on October 1, 1996, whereby Whitfield County agreed to prepare an annual tax digest for the City of Dalton, as well as assess, bill, and collect the City of Dalton's municipal taxes, including, but not limited to, delinquent accounts since January 1, 1990, in the same manner as it collects county taxes, invoking any permitted remedy for the collection of such municipal taxes. Whitfield County and the City of Dalton also made other mutual promises which are set forth in this Agreement, which include the City of Dalton's commitment to pay Whitfield County a set fee for each real estate parcel and personal property account upon which Whitfield County assesses,

bills, and collects taxes on the City of Dalton's behalf. A copy of this Agreement is attached hereto as **Exhibit "A."**

Similarly, Whitfield County entered into an agreement for collection of property taxes with the City of Varnell, albeit an informal agreement, when a separate city tax was imposed in 2003.

Whitfield County carries out its duties under the above-referenced Agreement through the Office of the **Whitfield County Tax Commissioner**, with the assistance of the **Office of the Whitfield County Tax Assessor**. Pursuant to the requirement of OCGA § 48-5-359.1(a), the Whitfield County Tax Commissioner approved and signed the above-referenced agreement. Additionally, as OCGA § 48-5-359.1(a) permits the Whitfield County Tax Commissioner to contract for compensation from the City of Dalton for his services in implementing the above-referenced agreement, the City of Dalton and the Whitfield County Tax Commissioner entered into an Agreement for such compensation. A copy of this Agreement is attached hereto as **Exhibit "B."**

The City of Tunnel Hill and the Town of Cohutta do not impose separate property taxes on the date of this Agreement. Thus, the property taxes which Whitfield County imposes apply to property located within these municipalities in the same manner as such taxes apply to property located in the unincorporated areas of Whitfield County.

2. <u>Future Service Delivery Strategy.</u>

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in property tax assessment and collection by the local governments of Whitfield County, as the one municipality that currently imposes its own separate property taxes, the City of Dalton, has entered into formal Agreements with Whitfield County and the Whitfield County Tax Commissioner pursuant to which Whitfield County assesses, bills, and collects the City of Dalton's separately imposed property taxes; while all other local governments in Whitfield County have informally agreed with Whitfield County that Whitfield County will assess, bill, and collect any property taxes which those local governments choose to separately impose in future years.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

Jevin S. Jensen, Chairman Attest: Blanca Cardona, **County Clerk** (SEAL) City of Dalton, Georgia David Pennington III, Mayor Attest: Bernadette Chattam, City Clerk (SEAL) Town of Cohutta, Georgia Ron Shinnick, Mayor Attest: Pamela Shinnick

City Clerk (SEAL)

Whitfield County, Georgia

Kenny Gowin, Mayor Attest: Melinda Griffin City Clerk (SEAL) City of Varnell, Georgia Tom Dickson, Mayor Attest:

Jamie Nance

City Clerk (SEAL)

City of Tunnel Hill, Georgia







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs

Answer each question below, attaching additional pages as necessional be reported to the Department of Community Affairs.	essary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:TYPE COUNTY NAME HERE	Service: Type the Name of the Service to be Provided Here
	oon delivery arrangement for this service: ncluding all cities and unincorporated areas) by a single service provider. uthority or organization providing the service.): Type Name of
	rporated portion of the county by a single service provider. (If this box is ganization providing the service.): Type Name of Government, Authority
	only within their incorporated boundaries, and the service will not be hecked, identify the government(s), authority or organization providing the or Organization Here
	e only within their incorporated boundaries, and the county will provide the ecked, identify the government(s), authority or organization providing the y or Organization Here
	ible map delineating the service area of each service provider, and ization that will provide service within each service area.): Type Name of
In developing this strategy, were overlapping servidentified?	vice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional documents	mentation as described, below)
□No	
	attach an explanation for continuing the arrangement (i.e., i.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).
If these conditions will be eliminated under the strat	egy, attach an implementation schedule listing each step or action that

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the se	ervice will be funded (e.g.,
enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes	, franchise taxes, impact
fees, bonded indebtedness, etc.).	

Local Government or Authority	Funding Method
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

the previous arrangements for providing and/or fu	nding this service within the county?
ry agreements or intergovernmental contracts that	
Contracting Parties	Effective and Ending Dates
List Contracting Parties Here	Effective - End
List Contracting Parties Here	Effective - End
List Contracting Parties Here	Effective - End
List Contracting Parties Here	Effective - End
List Contracting Parties Here	Effective - End
List Contracting Parties Here	Effective - End
ny) will be used to implement the strategy for this s r, rate or fee changes, etc.), and when will they take	
be Your Name & Title Here hone Number Here Date completed: Type D be contacted by state agencies when evaluating was service delivery strategy? \[\sumsetminus Yes \sumsetminus No	
	Contracting Parties List Contracting Parties Here how will be used to implement the strategy for this state or fee changes, etc.), and when will they tak e Your Name & Title Here hone Number Here Date completed: Type II be contacted by state agencies when evaluating the strategy for the state of the strategy for this state or fee changes, etc.)

GOVERNMENT SERVICES

COURT SERVICES SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this ____ day of October, 2022, by and among **Whitfield County**, **Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton**, **Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town") and **Chris Griffin**, **Chief Magistrate of Whitfield County** (hereinafter referred to as the "Magistrate.")

WHEREAS, *OCGA §36-70-20 et seq*. mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, *OCGA §36-70-24(1)* mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, *OCGA* §36-70-25 mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above- named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Court Services** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangement.

The Georgia Constitution and applicable Georgia state law mandate or allow Whitfield County to provide and to maintain a Superior Court, a Magistrate Court, a Probate Court, and a Juvenile Court. As Whitfield County is the only local government within Whitfield County which may legally provide and maintain the above-referenced courts, no duplication is possible in the provision of court services in Whitfield County through those courts.

The City of Dalton, City of Varnell, City of Tunnel Hill, and Town of Cohutta maintain Municipal Courts, which hear and adjudicate matters which arise within their respective corporate limits, and which are within their subject matter jurisdiction as established by applicable law. Those Municipal Courts do not have jurisdiction over matters which arise outside the corporate limits of the City in which they are located. Thus, no possibility of duplication exists in the provision of court services in Whitfield County through the above-referenced Municipal Courts.

The Magistrate Court currently provides First Appearance Bond Hearings for the various Municipal Courts at a cost of fifteen dollars (\$15.00) per City Detainee or City Inmate, as evidenced by Chief Magistrate Chris Griffin joining this Agreement as signatory. Either the Magistrate Court or any City or Town may withdraw from the Magistrate Court provision of First Appearance Bond Hearings with not less than thirty (30) days written notice to all parties hereto.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of court services within Whitfield County, as legal restrictions on the provision, maintenance, and jurisdiction of all of the courts which sit within Whitfield County prevent such duplication.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

Whitfield County, Georgia	
Ву:	By:
Chris Griffin, Chief Magistrate	Jevin S. Jensen, Chairman
Attest:	
Blanca Cardona,	
County Clerk (SEAL)	

David Pennington III, Mayor Attest: Bernadette Chattam, City Clerk (SĚAL) Town of Cohutta, Georgia Ron Shinnick, Mayor Attest: Pamela Shinnick City Clerk (SEAL) City of Tunnel Hill, Georgia Kenny Gowin, Mayor **Attest:** Melinda Griffin City Clerk

(SĚAL)

City of Dalton, Georgia

City of Varnell, Georgia

Tom Dickson,		
Mayor		
Attest:		
Jamie Nance City Clerk (SEAL)		