



**MAYOR AND COUNCIL MEETING  
MONDAY, FEBRUARY 05, 2024  
6:00 PM  
DALTON CITY HALL - COUNCIL CHAMBERS**

**A G E N D A**

**WORK SESSION - 5:00 P.M. - COUNCIL CHAMBERS**

1. Review of Believe Greater Dalton Housing Study - Allyson Coker
2. Update on Projects - Andrew Parker

**REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBERS**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Special Recognitions:**

1. Recognition of the 8 & under and 10 & under 2023 Georgia Recreation and Parks Association Soccer State Champions

**Minutes:**

- [2.](#) Mayor & Council Minutes of January 8, 2024
- [3.](#) Mayor & Council Special Called Minutes of January 17, 2024

**New Business:**

- [4.](#) Fireworks Display Agreement with Pyrotecnico for July 4th
- [5.](#) (1) New 2024 Alcohol Beverage Application
- [6.](#) Blue Line Solutions Automated Photo Enforcement Services Agreement
- [7.](#) Ordinance 24-04 The Request of the Joint Development Authority to Rezone from Transitional Commercial (C-4) to Urban Planned Unit Development (U-PUD) Tracts of Land Totaling 3.19 Acres Located along South Hamilton Street, Nichols Street, and Cherokee Street. Parcels (12-257-07-055, 12-257-07-057, 12-257-07-065, 12-257-07-064)

MAYOR AND COUNCIL MEETING AGENDA  
FEBRUARY 05, 2024

- [8.](#) Resolution 24-03 to Dissolve the Animal Control Board
- [9.](#) Resolution 24-04 to Dissolve the Building Code Appeals Board
- [10.](#) Resolution 24-05 to Dissolve the Grievance Committee
- [11.](#) Resolution 24-06 Transferring Property to Dalton Board of Education
- [12.](#) Resolution 24-07 to Adopt ADA Transition Plan
- [13.](#) Confluence Design Proposal for City Branding Project
- [14.](#) Ratify Engagement with The Arbitrage Group, Inc. to Perform Rebate Calculation in Regard to Dalton Building Authority Revenue Bonds Issue 2021 and 2022
- [15.](#) Supplemental Funding Agreement #1 with GDOT for Ramp Rehab at Airport
- [16.](#) Bion Cybersecurity Professional Services Agreement 2024
- [17.](#) Cybersecurity State Grant - MOU
- [18.](#) InterDev Professional Services Agreement 2024
- [19.](#) Threatlocker Software Agreement
- [20.](#) Appointments

**Supplemental Business**

**Announcements**

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
JANUARY 8, 2024

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor David Pennington, Council members Dennis Mock, Tyree Goodlett, Steve Farrow, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

ADJOURN SINE DIE

Mayor Pennington closed out his final meeting and newly elected Mayor Annalee Sams took over the helm and called the meeting to order.

OATH OF OFFICE

Oath of Office – Annalee Harlan Sams

City Attorney Jonathan Bledsoe administered the Oath of Office to newly elected Mayor Annalee Harlan Sams. A copy of the Oath of Office is a part of these minutes.

Oath of Office – Dennis Mock, Councilmember Ward 1

City Attorney Jonathan Bledsoe administered the Oath of Office to re-elected Council member Ward 1 Dennis Mock. A copy of the Oath of Office is a part of these minutes.

Oath of Office – Tyree Goodlett, Councilmember Ward 3

City Attorney Jonathan Bledsoe administered the Oath of Office to re-elected Council member Ward 3 Tyree Goodlett. A copy of the Oath of Office is a part of these minutes.

APPROVAL OF AGENDA

On the motion of Councilmember Mock, second Council member Farrow, the agenda was approved and an additional item was added “Swearing in of Mayor Pro-tem”.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Special Called Joint Meeting Minutes of December 4, 2023. On the motion of Council member Farrow, second Council member Lama, the minutes were approved. The vote was unanimous in favor.

The Mayor and Council reviewed the Minutes of December 19, 2023. On the motion of Council member Goodlett, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

The Mayor and Council reviewed the Special Called Meeting Minutes of December 27, 2023. On the motion of Council member Lama, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

RESOLUTION 24-01 AUTHORIZING MUNICIPAL UTILITY PROPERTY DISPOSITION

The Mayor and Council reviewed Resolution 24-01 Authorizing Municipal Utility Property Disposition in which Pinnacle Dev, LLC requested to purchase Land Lot Nos. 17 and 18 of the 24<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County Georgia from Dalton Utilities at a price of \$24,000.00. On the motion of Council member Mock, second Council member Farrow, the Resolution was adopted. The vote was unanimous in favor.

RESOLUTION 24-02 DESIGNATING BANK OZK

CFO Cindy Jackson presented Resolution 24-02 Designating Bank OZK, as a Depository of Public Funds of the City; Establishing Signatories Thereto; and Authorizing Certain Employees to Take Limited Action with Respect to City Accounts. Jackson stated the Resolution will change the signatory of former Mayor David Pennington to Mayor Annalee Sams. On the motion of Council member Mock, second Council member Goodlett, the Resolution was adopted. The vote was unanimous in favor.

ORDINANCE 24-01 – REZONING REQUEST OF CARLOS DANIEL MIRANDA

Ethan Calhoun, Assistant Planning Director presented Ordinance 24-01 a request from Carlos Daniel Miranda to rezone from Neighborhood Commercial (C-1) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.43 acres located at 1123 Trammell Street, Dalton, Georgia. Parcel (12-182-02-033). On the motion of Council member Farrow, second Council member Lama, the request was approved. The vote was unanimous in favor.

ORDINANCE 24-02 THE REQUEST OF THE WHITFIELD COUNTY BOARD OF COMMISSIONERS ALONG WITH THE CITIES OF DALTON AND VARNELL TO AMEND THE UNIFIED ZONING ORDINANCE

Ethan Calhoun, Assistant Planning Director presented Ordinance 24-02 the request of Whitfield County Board of Commissioners along with the Cities of Dalton and Varnell to amend the Unified Zoning Ordinance to create a new Urban Planned Unit Development (UPUD) zoning district. On the motion of Council member Mock, second Council member Goodlett UPUD zoning district was approved. The vote was unanimous in favor.

DALTON POLICE DEPARTMENT EQUITABLE SHARING AGREEMENT AND CERTIFICATION

Police Chief Cason presented the Dalton Police Departments Equitable Sharing Agreement and Certification. Chief Cason stated the Police Department is required by the Department of Justice to submit an annual equitable sharing report. Chief Cason further stated the document allows DOJ to verify the expenditures for auditing purposes. On the motion of Council member Farrow, second Council member Lama, the Agreement was approved. The vote was unanimous in favor.

INTERGOVERNMENTAL AGREEMENT - 2024 SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR CAPITAL OUTLAY PROJECTS

City Administrator Andrew Parker presented the Intergovernmental Agreement between Whitfield County, the City of Dalton, the City of Tunnel Hill, the City of Varnell and the Town of Cohutta for the Use and Distribution of Proceeds From the 2024 Special Purpose Local Option Sales Tax for Capital Outlay Projects. Parker stated the projected SPLOST will raise an approximate amount of \$80,000,000 over four (4) years. On the motion of Council member Mock, second Council member Farrow, the Intergovernmental Agreement was approved. The vote was unanimous in favor.

MUNICIPAL COURT JUDGE AGREEMENT

Court Administrator Jason James presented the 2024 Municipal Court Judge Agreement with Robert Cowan setting forth all terms, conditions and obligations of the parties. James corrected the Agreement stating there is an error in the Agreement that states the sum per month is \$4916.67 but it should be \$5300.00. On the motion of Council member Farrow, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

MUNICIPAL COURT PROSECUTING ATTORNEY AGREEMENT

Court Administrator Jason James presented the Municipal Court Prosecuting Attorney Agreement naming Susan Beck as the prosecuting attorney of the City of Dalton Municipal Court and setting forth the terms of the agreement. James stated Beck's commencement will begin January 8, 2024 and shall continue until December 31, 2024. On the motion of Council member Goodlett, second Council member Farrow, the Agreement was approved. The vote was unanimous in favor.

MUNICIPAL COURT PUBLIC DEFENDER AGREEMENT

Court Administrator Jason James presented the Municipal Court Public Defender Agreement naming Giles Jones as the public defender for the City's Municipal Court at a rate of \$150.00 per hour. James stated this agreement sets forth the terms and agreement. On the motion of Council member Farrow, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

MAYORAL APPOINTMENTS

Mayor Sams read into the record the Mayoral Appointments for 2024. A complete list of these appointments is a part of these minutes.

BOARD APPOINTMENTS

On the motion of Council member Mock, second Council member Lama, the Board Appointments were approved as submitted. A complete list of these appointments is a part of these minutes. The vote was unanimous in favor.

MISCELLANEOUS APPOINTMENTS

On the motion of Council member Farrow, second Council member Mock, Rob Cowan was appointed Municipal Court Judge with the term expiring 12-31-2024. The vote was unanimous in favor.

On the motion of Council member Farrow, second Council member Lama, Council member Tyree Goodlett was appointed Mayor Pro-tem. The vote was unanimous in favor.

On the motion of Council member Farrow, second Council member Lama, Matt Daniel was appointed Fire Marshall with the term expiring 12-31-2024. The vote was unanimous in favor.

On the motion of Council member Farrow, second Council member Mock, Jonathan Bledsoe was appointed City Attorney with the term expiring 12-31-2024. The vote was unanimous in favor.

On the motion of Council member Mock, second Council member Lama, Matt Daniel was appointed as Fire Chief for a (2) year term to expire 12-31-2025. The vote was unanimous in favor.

On the motion of Council member Goodlett, second Council member Mock, Cliff Cason was re-appointed as Police Chief for a (2) year term to expire 12-31-2025. The vote was unanimous in favor.

SWEARING IN OF MAYOR PRO-TEM

Oath of Office – Tyree Goodlett

City Attorney Jonathan Bledsoe administered the Oath of Office to Mayor Pro-tem Tyree Goodlett.

ANNOUNCEMENTS

City offices will be closed Monday, January 15, 2024 in observance of Dr. Martin Luther King Jr day. The Mayor and Council Meeting scheduled for Monday, January 15, 2024 has been cancelled. The next City Council Meeting will be held Monday, February 5, 2024.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:32 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
Annalee Sams, Mayor

Recorded  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
SPECIAL CALLED MEETING  
JANUARY 17, 2024

The Mayor and Council held a special called meeting this evening at 5:00 p.m. at City Hall. Present were Mayor Annalee Sams, Council members Dennis Mock, Nicky Lama, Steve Farrow, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe. Council member Tyree Goodlett was absent.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Council member Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the agenda. The vote was unanimous in favor.

NEW BUSINESS – ORDINANCE 24-03

On the motion of Council member Mock, second Council member Farrow the Mayor and council approved Ordinance 24-03 The request of the Whitfield County Board of Commissioners along with the Cities of Dalton and Varnell to amend the Unified Zoning Ordinance to address commercial poultry and swine operations. The vote was unanimous in favor.

EXECUTIVE SESSION – POTENTIAL LITIGATION

On the motion of Council member Farrow, second Council member Mock, the Mayor and Council adjourned into executive session at 5:14 p.m.

EXECUTIVE SESSION – ADJOURNMENT

On the motion of Council member Mock, second Council member Lama, the Mayor and Council adjourned out of executive session and into regular session at 5:55 p.m.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 5:57 p.m.

\_\_\_\_\_  
Gesse Cabrera  
Deputy City Clerk

\_\_\_\_\_  
Annalee Sams, Mayor

**Recorded**  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	February 5, 2024
<b>Agenda Item:</b>	Fireworks Display Agreement with Pyrotecnico for July 4th
<b>Department:</b>	Recreation
<b>Requested By:</b>	Caitlin Sharpe
<b>Reviewed/Approved by City Attorney?</b>	Yes
<b>Cost:</b>	\$30,000
<b>Funding Source if Not in Budget</b>	Recreation General Fund

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

Fireworks Display Agreement with Pyrotechnico is attached.

Request for proposals for the 2024 July 4<sup>th</sup> firework display show was advertised through the month of December. The City received one response. Pyrotechnico's proposal included all necessary insurance for the event, trained technicians to provide the display, a variety of shell sizes and special effects to provide a safe and quality display show.

The total cost of the show is \$30,000. The total includes pre-show advance payment, payment for show and permit fee.



# ***PYROTECNICO FIREWORKS, INC.***

This Fireworks Display Agreement (“Agreement”) entered into this on **January 11, 2024** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **City of Dalton, GA** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services (“Fireworks Display”), including the services of Pyrotecnico’s on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **July 4, 2024** (the “Display Date”), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **February 11, 2024** (“Expiration Date”). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of **\$30,000.00** (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **\$15,000.00** is due **February 15, 2024** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney’s fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.


Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$4,500.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico’s truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$12,000.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$15,000.00**.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **600 FEET** at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as “Fireworks by Pyrotecnico” in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

**PYROTECNICO :**

By (sign):   
Name: Lynn Ann Hamed  
Title: Corporate Secretary  
Date: January 18, 2024  
Address: PO Box 149  
New Castle PA 16103  
Phone: (724) 652-9555  
Email: contracts@pyrotecnico.com

**CUSTOMER:**

By (sign)\_: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: : \_\_\_\_\_



**CONTACT/INSURANCE INFORMATION FORM**

**You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".**

Customer Name (Entity Contracting Pyrotecnico): \_\_\_\_\_

Primary Point of Contact Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

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

City, State & Zip: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

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

Date(s) of Show: \_\_\_\_\_ Display Start Time(s): \_\_\_\_\_

Rain/Postponed Date(s): \_\_\_\_\_

Day-of-Show Contact Name: \_\_\_\_\_

Day-of-Show Mobile Phone Number: \_\_\_\_\_

Day-of-Show Email: \_\_\_\_\_

Display Site Location(s) and Address(es): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

\_\_\_\_\_  
\_\_\_\_\_





Additionally Insured – If Applicable:

\_\_\_\_\_  
\_\_\_\_\_



Google Earth

\* All affected structures vacant during display

-  - Audience
-  - Fire
-  - Closed
-  - Safety Fallout Zone

6" Maximum Device Per Pyrotechnico 100' Per Inch Policy

600' Safety Fall Out Radius



**CITY OF DALTON**  
Fireworks Display Site  
Plan

**Heritage Point Regional Park**  
1275 Cross Plains Trail  
Dalton, GA 30721

**REVISED DATE: 01.11.2022**

**DRAWN BY:**  
Justin Prueff

**NOTES:**  
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 02/05/2024  
**Agenda Item:** 2024 Alcohol Beverage Application  
**Department:** City Clerk  
**Requested By:** Gesse Cabrera  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** N/A  
**Funding Source if Not in Budget** N/A

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

(1) New 2024 Alcohol Beverage Application up for review.

**2024 ALCOHOL BEVERAGE APPLICATION APPROVAL**  
**M&C MEETING – MONDAY FEBRUARY 5, 2024**

**(1) 2024 ALCOHOL APPLICATION(S)**

1. Business Owner: Billares La Cueva, LLC  
d/b/a: Billares La Cueva  
Applicant: Angel Hernandez  
Business Address: 1107 East Walnut Ave.  
License Type: Pouring Beer  
Disposition: **New**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 2/5/24  
**Agenda Item:** Blue Line Solutions Agreement  
**Department:** Dalton Police Department  
**Requested By:** Chief Cason  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** 0

**Funding Source if Not in Budget**

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

This is an agreement between Blue Line Solutions and the City of Dalton for APE services. BLS will install APE systems in the Dalton High School and Roan Street school zones. The addition of these APE systems will enhance or current efforts to reduce speeding violations within these school zones.

AN AGREEMENT BETWEEN

***BLUE LINE SOLUTIONS, LLC.***

***AND***

***DALTON, GEORGIA***



**TRUEBLUE**<sup>TM</sup>  
SPEED ENFORCEMENT | SCHOOL ZONE



## **AUTOMATED PHOTO ENFORCEMENT SERVICES AGREEMENT**

City of Dalton, Georgia

This **Photo Enforcement Services Agreement** (the "*Agreement*") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Blue Line Solutions, LLC, a Tennessee corporation with offices at 4409 Oakwood Drive, Chattanooga, TN 37416 (herein "BLS"), and the **City of Dalton** with an office at 300 West Waugh St., Dalton, Georgia (herein "Municipality").

### **RECITATIONS**

WHEREAS, the General Assembly of the State of Georgia has authorized localities to enact ordinances to monitor, enforce, and penalize violations of school zone, construction zone speed limits, and red light infractions; and

WHEREAS, Blue Line Solutions is in the business of providing automated traffic violation detection, imaging, and administrative services to authorized municipalities and government agencies using Blue Line Solution's proprietary systems (as more specifically described herein below, the "Service"); and

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Automated Speed Enforcement System" (herein "APE" or "ASE System") and the "Manned Photo Laser System" (herein "MPL" or "MPL System"); and

WHEREAS, Municipality desires to use the APE and MPL Systems to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider and has the right, power, and authority to execute this Agreement; and

WHEREAS, Municipality has no authority to conduct speed enforcement and traffic safety activities on its own, but relies on its duly-elected or appointed Chief or Sheriff for law enforcement functions, including speed and traffic enforcement, to include school zones and construction safety zones; and

WHEREAS, the Dalton Police Department has been a party to researching and instituting this additional enforcement and is included as a party to this agreement due to its role as the Municipality agency authorized to enforce this state code and Municipality ordinance.

NOW, THEREFORE, the parties agree for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and BLS agree as follows:





**1. BLS AGREES TO PROVIDE:**

During the Term of this Agreement, and in consideration of the Fees specified in Exhibit C ("BLS Fees"), BLS shall use reasonable commercial efforts to provide the services to the Municipality in accordance with the terms and conditions of this Agreement. Services shall include the following: The scope of work is identified in "Exhibit A."

**2. MUNICIPALITY AGREES TO PROVIDE:**

The Municipality acknowledges that certain aspects of the Service require the participation and cooperation of the Municipality, without which BLS's performance of the Services may be significantly impaired or delayed. The Municipality is responsible for the following: The scope of work is identified in "Exhibit B."

**3. TERM AND TERMINATION**

- a. Initial Term & Extensions. The term of this Agreement shall be for twenty-four (24) months beginning on the date of the first Notice of Violation/Liability (the "Start Date") is issued and payable and may be automatically extended for additional twenty-four (24) months year periods at the sole option of Municipality. Either party may terminate this Agreement at the expiration of any term, providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.
- b. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of BLS and the Municipality;
- c. Termination for Cause. Either party may terminate this agreement for cause if: (a) the other party fails in any material way to perform or breached its obligations under this Agreement; (b) applicable or governing law is amended, or the State Department of Transportation adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law enforcement systems, including the System being provided by BLS; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce notices of violation or citations issued hereunder.

Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds, therefore, and the other party fails to cure the default within thirty (30) days after receiving notice;

- d. Termination by Legislation. If the law is changed so as to prohibit or substantially interfere with the operation or feasibility of either the APE or MPL Systems or the parties' obligations under this Agreement, then: (a) the parties may agree to renegotiate the contract; or (b) either party may terminate the contract.



- e. Termination for Convenience. At any time during the term of this Agreement without cause with thirty (30) days' notice, provided, however, (a) if the Municipality terminates the Agreement prior to the expiration of any term, the Municipality shall pay Blue Line Solutions the applicable costs set forth in Section 2 of Exhibit C; and (b) the Municipality shall not terminate this Agreement without cause in the first year of the term;
- f. Effect of Termination. Upon any termination of this Agreement, the parties recognize that BLS and Agency will use their best efforts to continue processing any pending and legitimate traffic law Violations. However, all image capture activities provided by BLS under this Agreement shall cease immediately. Accordingly, the parties shall have the following obligations, which continue during the termination process: Municipality shall cease using the APE and MPL Systems, shall allow BLS to retrieve all equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement, and BLS shall be entitled to all Fees (as described in **Exhibit C**) specified in the Agreement for such images and Violations as if the Agreement were still in effect.
- g. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the APE and MPL Systems or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the APE and MPL Systems or the enforcement of the underlying infractions shall also automatically terminate this agreement.

#### 4. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Municipality hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The Municipality hereby agrees that BLS shall have



the right to assign or pledge its rights under this Agreement in connection with any financing subject to the Municipality's prior written approval, which approval shall not be unreasonably withheld or delayed. The Municipality further agrees that in the event BLS provides written notice to the Municipality that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the Municipality fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors, and assigns as permitted by law.

**5. FEES AND PAYMENT**

The Municipality shall pay BLS for all equipment, services, and maintenance based on the Service Fee schedule indicated in "Exhibit C."

BLS shall collect and accumulate all payments to the Municipality on a monthly basis and provide proper payment to the Municipality on or before the 15th day of the following month. The Municipality shall defer all payments to BLS in order to provide a transparent audit process for all payments collected.

**6. AVAILABILITY OF INFORMATION**

BLS agrees that all relevant information obtained by BLS through the operation of the APE and/or MPL Systems shall be made available to the Municipality at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Violation/Liability or the fulfillment of BLS's obligations to Municipality under this Agreement.

**7. CONFIDENTIAL INFORMATION**

No information provided by BLS to Municipality will be of a confidential nature unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed contrary to the terms and provisions of any of the State "Freedom of Information Act," "Open Records Request," or similar laws, insofar as they may be applicable.

**8. OWNERSHIP OF THE SYSTEM**

It is understood by the Municipality that the APE and MPL Systems and all associated hardware and software being provided by BLS are and shall remain, the sole property of BLS unless separately procured by the Municipality. The APE and/or MPL Systems are being provided to the Municipality only pursuant to the terms of this Agreement. Municipality agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to



the APE and MPL Systems, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the obligation to remove any equipment provided, and to leave all Municipality property in the same or better condition than when such equipment was installed. This does not include permanent fixtures, IE. concrete footing, and trenching.

**9. LEGAL COMPLIANCE**

The municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Municipality acknowledges that, based on representations by BLS, it reasonably believes that the APE and/or MPL Systems and associated summons procedures comply with federal, state, and local laws and ordinances.

**10. INDEMNIFICATION**

The Municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. The Municipality acknowledges that they reasonably believe the APE System and associated citation procedures comply with federal, state, and local laws and ordinances. The Municipality shall comply with the maintenance procedures and manufacturer recommendations for the operation of the APE System equipment.

BLS shall indemnify and hold harmless the Municipality against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

**11. LIMITED LIABILITY**

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however, caused and on any theory of liability arising out of or relating to this Agreement.



**12. PROGRAM MATERIALS**

BLS shall retain all rights, title, and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of BLS, templates, studies, reports, or other documents, including Training Materials, Pamphlets, and other materials used generally by BLS in performing services for its clients ("Program Materials"). BLS grants to The Municipality a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use Program Materials solely by its authorized personnel for The Municipality's internal use in connection with the Services.

**13. MUNICIPALITY MARKS**

The Municipality hereby grants to BLS and its affiliates a non-exclusive, non-transferable, sublicensable license during the term of this contract to use, reproduce, display, and distribute the Municipality name, seal, logo, domain name, and other marks owned or controlled by The Municipality ("The Municipality Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. BLS will allow The Municipality to review and approve all uses of the Municipality Marks. Notwithstanding the foregoing, BLS and its affiliates may identify the Municipality as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of The Municipality. Nothing in this Agreement grants the Municipality any right to use the name, logo, or other marks of BLS or its affiliates except as incorporated in Program Data and Program Materials or otherwise with the prior written consent of BLS.

**14. FORCE MAJEURE**

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

**15. CORRESPONDENCE BETWEEN PARTIES**

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail or by registered mail and addressed to the proper party at the address set forth in Section 21 below.

**16. DISPUTE RESOLUTION**

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations and followed, if necessary, by professionally assisted mediation



within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

**17. ADDITIONAL SERVICES**

Additional systems and services provided by BLS may be added to this Agreement by mutual consent of the parties. Such services may include but are not limited to; Signage (analog or digital), Automated License Plate Recognition (ALPR) Systems, mobile surveillance and/or APLR trailers, School Bus stop arm systems, drones, surveillance cameras, Video Management Systems, Real-time Crime Center software/hardware; or other related technologies.

**18. VALIDITY AND CONSTRUCTION OF TERMS**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and all remaining provisions of this Agreement shall remain in full force and effect.

**19. ENTIRE AGREEMENT**

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

**20. RECORDS AND AUDIT RIGHTS**

During the term of the Agreement, BLS shall maintain all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. BLS agrees to make available to Municipality, during normal business hours, all books of account, reports, and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the State public records law and State public records retention schedules, whichever is longer.

Additionally, each party shall have the right to audit the records of the other party pertaining to a citation issued pursuant to this Agreement solely for the purpose of verifying the accuracy of



payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

**21. COVENANT OF FURTHER ASSURANCES**

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments, and other documents that may be necessary or appropriate to carry out any of the terms, conditions, and provisions hereto or to carry out the intent of this Agreement.

**22. NO AGENCY**

The relationship between the parties shall be that of independent contractors, and the employees, agents, and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and Municipality, and neither party may incur any debts, liabilities, or obligations on behalf of the other party except as expressly provided herein.

**23. NOTICES**

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

**Notices to Blue Line Solutions:**

Mark Hutchinson, CEO  
4409 Oakwood Dr.  
Chattanooga, TN 37416

**Notices to the City of Dalton:**

Andrew Parker, City  
Administrator 300 West  
Waugh Street Dalton, GA  
30720

**24. COMPLIANCE WITH LAWS**

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition, or provision of this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.



## 25. PUBLIC INFORMATION & EDUCATION (PI&E)

BLS agrees to work with the Municipality toward the implementation of a public information & education program preceding any enforcement. Such efforts will include press releases for TV, radio, newspaper, and internet, social media posts (content), & dissemination of information through the Municipality School System.

## 26. DEFINITIONS

As used in this Agreement, the following words and terms shall apply:

- **“Agency”** means any state, county, or local law enforcement agency within a municipality charged with its law enforcement functions. This includes, but is not limited to, any; Police Office or Department, Sheriff’s Office or Department, Department of Public Safety, State Police Department, Highway Patrol, Ranger, etc.
- **“Automated Photo Enforcement System” (herein “APE System,” “ASE System”)** means a digital, electronic system used to accurately detect and capture recorded images or video of motor vehicles committing a traffic infraction.
- **“APE System Zone: School”** refers to an area on a street near a school or near a crosswalk leading to a school that has a likely presence of younger pedestrians. This zone can include; (a) multiple lanes of travel, and/or; (b) bi-directional lanes of travel of specific length. For the purposes of counting, one “zone” is generally equivalent to one side of a school, which may include up to four (4) school zones that cover all streets surrounding the school. The number of cameras is based on the number of road lanes.
- **“APE System Zone: Construction”** refers to a construction zone that has a likely presence of construction workers and equipment generally in an active roadway. This zone can include; (a) multiple lanes of travel, and/or (b) bi-directional lanes of travel of specific length. For the purposes of counting, one “zone” is generally equivalent to one two-lane roadway or one side of a divided roadway. The number of cameras is based on the number of road lanes.
- **“APE System Zone: Red Light Approach”** refers to a Red-light Approach zone. This zone can include; (a) multiple lanes of travel heading in one direction approaching a stoplight. For the purposes of counting, one “zone” Approach is equivalent to one lane of a road headed into a red-light regulated intersection. The number of cameras is based on the number of road lanes.
- **“Incident”** refers to any violation of posted, enforceable speed limits captured by a BLS APE System.
- **“MPL System”** means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such data with images of such vehicle.





- **"Motor Vehicle"** means, Motor vehicle means any vehicle, machine, tractor-trailer, or semi-trailer propelled or drawn or self-propelled by mechanical power and used upon the roadways or highways in the transportation of passengers or property, or any combination thereof.
- **"Motor Vehicle Owner"** means the person or entity identified by the NLETS or other state vehicle registration office as the registered owner of a vehicle. Such term shall also mean a motor vehicle lessee pursuant to a motor vehicle lease or rental agreement.
- **"Motor Vehicle Administration" (herein "MVA")** means information on a motor vehicle and/or motor vehicle owner derived from accessing a Criminal Justice Information (CJIS) database. Access to CJIS information may come from the State of the originating violation and other State or National driver and vehicle databases.
- **"Notice of Liability"** means a written notification or summons to the registered owner of a motor vehicle that is issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to a violation that involves the motor vehicle owned by that registered owner as evidenced by the APE and/or MPL System.
- **"Notice of Violation"** means a citation, summons, or equivalent instrument issued by a competent state or local law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by an APE or MLP System or Blue Line Solutions as an agent of such law enforcement agent, agency or court.
- **"Person" or "Persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority, political subdivision, or any other entity.
- **"Recorded Events"** means photographic, electronic, digital, or video images of a motor vehicle recorded by an APE or MLP System and establishing a time sequence of the motor vehicle entering the intersection or speed zone and its speed.
- **"Start Date"** means the date the first Notice of Violation/Liability (ie. payable Citation or Summons) is issued by BLS on behalf of the Municipality.
- **"Violation Verification"** means a web-based violation processing system used by Certified Police Officer, Peace Officer, Sheriff, Constable, or other Sworn or Certified Law enforcement Agent.
- **"Violation"** means failure to obey an applicable traffic law, motor vehicle codes, ordinances, or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit or in a designated enforcement zone, such as a School Zone, School Crossing Zone, or Work Zone, as may be amended from time to time.



**27. STATE LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Georgia.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

A handwritten signature in black ink, appearing to read "Jason Friedberg", is written over a horizontal line.

By: Jason Friedberg

CITY OF DALTON  
STATE OF GEORGIA

  
Authorized Signature (*Municipality*)

Approved and authorized this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



## Exhibit A

### **BLS Obligations and Scope of Work**

1. BLS, at the request of the Municipality, shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the APE and MPL System equipment.
2. BLS shall provide the quantities of APE and MPL System equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of APE and MPL Systems to be provided and may modify the location(s) without penalty or additional cost to the Municipality if the parties agree in writing.
3. BLS will promptly perform a preliminary review of recorded events data for the purpose of filtering Recorded Event data not of sufficient quality for further use. For example, BLS may filter Recorded Event data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. The Municipality will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by BLS and the authorization and issuance of a citation thereafter.
4. BLS will promptly retrieve applicable Motor Vehicle Administration ("MVA") records for motor vehicles photographed in Recorded Events using registration plate information from such vehicles, where such information is reasonably discernible from the Recorded Event. The retrieval of MVA records by BLS is solely for the purpose of presenting such information to the Municipality and the Municipality shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. BLS agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by the owner of the database, any government or Municipality.
5. BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the APE and MPL Systems, at no additional cost to the Municipality.
6. BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing, and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing Notices of Liability. Subject to the approval and authorization from Municipality, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. Subsequent Notices or collections notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
7. BLS will make available, at BLS's expense, a qualified expert representative to attend and provide testimony for the initial court hearing for citations provided that BLS received at least thirty (30) days prior written notice of each such hearing. BLS is not responsible for the outcome of any such hearing.



Additionally, BLS shall prepare and submit to the applicable hearing officer, Agency or Court an Evidence Package to include all paperwork, images, and/or video and other documentation necessary for hearings on all citations/violations contested throughout the life of the program.

In the event of additional expert testimony requests the Municipality will reimburse BLS for costs incurred in making such expert available to testify, including reasonable travel, lodging, and related expenses and time at the expert's then-current hourly rate.

8. BLS, at no additional charge to Municipality, will be responsible for training the persons designated to review and approve violations. This includes training new operators as staffing assignments may change at the sole discretion of the Agency
9. BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by the General District Court, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed, or resolved.
10. BLS shall provide to Municipality and the Agency a monthly report of APE and MPL Systems results within fifteen days of the end of each calendar month. The report shall include the following information:
  - a. Total number of Violation events.
  - b. Total number of actionable Violation events.
  - c. Total number of Notices of Liability issued.
  - d. Total number of Notices of Liability paid.
  - e. Reports on ongoing operations as are required or such other reports and documents as are mutually agreed upon between BLS and the Municipality.
11. BLS shall provide all routine maintenance of APE and MPL Systems equipment and timely respond to equipment repairs.
12. BLS will provide services and data for public information & education (PI&E) campaigns before deploying any school zone and/or construction zone enforcement program. BLS will continue to assist the agency with ongoing PI&E throughout the life of the program.
13. BLS will provide the municipality one (1) Thirty-Day warning period at no charge as part of this agreement. Additional warning periods, as requested by the municipality, will be subject to the fees per **"Exhibit C."**
14. As related to the MPL System only, BLS agrees, upon request by the Agency, to provide reimbursement for overtime or part-time officer pay for hours of MPL System use outside of the officer's normal working hours provided; however, the foregoing shall not apply to warning periods (the first thirty (30) days following the implementation of each MPL system) and the following additional conditions shall apply:



- a. personnel shall be selected by the Agency.
- b. the MPL Systems and accompanying personnel shall only be deployed in areas not prohibited or restricted by state or local statute and tracked daily for all court documents; and
- c. if and when this option of deployment with personnel is exercised:
  - i. The location(s) shall be mutually agreed upon by both BLS and the Municipality.
  - ii. BLS will reimburse the Municipality for the officer(s) utilizing the equipment at the following rates: **(Pay rate to be provided by agency and agreed to by BLS)**
    1. Full-time officer Overtime – 1.5 times the officer’s rate of pay.
    2. Full-time officer Regular Time – Officer’s rate of pay.
    3. The Agency shall be responsible for normal on-duty use of the MPL System by on-duty officers.
  - iii. The Agency will provide an invoice and timesheet to BLS for reimbursement of officer pay by the fifth (5<sup>th</sup>) day of the month following the closing of the preceding month. All payments for the deployed personnel will be delivered to the Municipality on or before the 15<sup>th</sup> day of the month following the closing of the preceding month. The first officer pay reimbursement will accompany the agency’s first 30-day cycle summons revenue check. All payments shall be delivered to the address designated by the Municipality in this Agreement.
  - iv. BLS has the right to audit the hours of use as logged by the MPL system for verification of hours submitted for payment. Reimbursement will be provided for only those hours in which officers utilize the MPL system for its intended purpose as associated with this agreement.



## Municipality Obligations and Scope of Work



1. The Agency shall ensure the programs and their enforcement procedures comply with all applicable law and/or policies.
2. The Municipality agrees to direct its Agencies and departments to work with BLS with respect to required system and program implementation to the best of their ability and provide reasonable access to the Municipality's personnel and facilities in order to permit BLS and the Municipality to fulfill the obligations under this Agreement.
3. The Municipality agrees to use due diligence in working with BLS to secure all necessary permits or other documentation to operate APE and MPL Systems under its control. Further, if APE systems are operated in school zones or construction zones. The municipality shall also assist BLS in obtaining any other permits or authorizations from the appropriate school district, Department of Transportation, Municipality, or other government agency, as applicable, for operation in such locations. The municipality shall provide any necessary permits at no cost to BLS.
4. The Municipality will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access to electricity hookup, etc. needed. The municipality will work with BLS to obtain all Municipality, state, and/or special permits needed for the placement of poles, electricity, or any other service needed to install and use the APE System.
5. The Municipality shall issue a letter to BLS showing its authorized use for the pole identified for APE System to be mounted.
6. The Agency shall ensure that each APE and MPL System shall be in place and operating each month in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God, or court order.
7. As necessary, Municipality shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of Municipality for the purposes of accessing vehicle ownership information on behalf of Municipality.
8. The Municipality will complete training by BLS in the procedures for setting up and operating the citation review and approval system. BLS will then issue, upon request, a certificate to the Agency on completion of training.
9. The Agency shall diligently prosecute each valid Notice of Liability and collect all fines. Further, the Municipality shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the Municipality indicating payments received or cases otherwise closed, dismissed, or resolved for contested violations.



- 10.** The Municipality and/or Agency shall cause an authorized officer of the agency to carefully review each potential Violation captured by the APE and MPL System and shall transmit an electronic signature to each Notice of Liability approved by the Municipality.
- 11.** The Municipality hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral, and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.
- 12.** The Municipality shall provide a judge, hearing officer and court facilities to schedule and hear disputed citations.
- 13.** The Municipality shall provide customary fine collection services for all final dispositions for contested violations. The Municipality agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
- 14.** The Municipality shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 15.** If the Agency operates the APE systems in school zones, the Municipality shall supply BLS with appropriate school schedules and times for pre and ongoing programming of cameras and other system equipment for use, as provided by the school system. The Municipality and/or the Agency shall also notify BLS of any unscheduled school closings or disruptions in the normal schedule. This includes early dismissals, snow days, school cancellations, etc. BLS shall wait one business day to process any violations received so as to ensure adequate time is given for any potential such notification. To the extent permitted by law, the Municipality shall indemnify and hold harmless BLS against all liabilities and expenses arising from the Municipality's failure to notify BLS of any closings or changes in school schedules.
- 16.** The Municipality shall promptly reimburse BLS for negligent or intentional damage to the APE and MPL System caused by the Municipality, its employees, or authorized agents.
- 17.** The Municipality shall provide a project manager or other designated individual with authority to execute the Municipality's responsibilities under the Agreement.
- 18.** The Municipality shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable. BLS will assume this responsibility with the written authority provided by the Municipality.
- 19.** The Municipality agrees to be responsible for notifying BLS of any resignations or terminations of their personnel for removal from all applicable systems. This is required to maintain CJIS access and compliance.
- 20.** The Municipality agrees to compensate BLS for any damages caused by the Municipality, regardless of Agency or Department. All costs will be deducted from the program funds as in the next billing cycle(s). BLS will notify the Agency and the Municipality of all damages to its system prior to deducting the funds required to pay for the damages.





21. The Municipality agrees to operate all APE systems as per “**Exhibit E.**”
22. The Municipality agrees to provide and maintain current all information requested on “**Attachment A.**”



## Exhibit C

### **Georgia Service Fees & Pricing Schedule**

Georgia Code (40.14.18) authorizes the collection of a civil penalty for speeding violations of ten (10) miles-per-hour or more in school and construction zones. In compliance with this Code, Blue Line Solutions does not charge a per-citation fee but rather is compensated for providing all related equipment support services, consulting, operations, and administration of the Program. As such, the Municipality agrees to the below financial terms:

1. Fees/costs due Blue Line Solutions for providing a turn-key Automated Photo Enforcement System and/or Manned Photo-Laser (MPL) System and equipment include;
  - a. Infrastructure installation and provisioning; and
  - b. Communications and wireless integration (*the Municipality will assume network provider costs*); and
  - c. Ongoing service and maintenance; and
  - d. Ongoing Public Information & Education programs; and
  - e. Access to secure, web-based violation processing and review system; and
  - f. All website and Call Center Support and back-office operations; and
  - g. Violation processing services, DMV and NCIC records access; and
  - h. Violation/Liability notice issuance and mailing; subsequent reminder mailed notice; and
  - i. Credit Card and other payment processing services

#### **2. Revenue Split:**

The two parties shall share revenue from the paid Notice of Violation/Liability. The Municipality's portion shall be **65%** of all paid Notices of Liability, and BLS's portion shall be **35%** of all paid Notices of Liabilities. No fees or charges will be assessed to the agency for non-paid violations. The costs will be subtracted from the Municipality's gross receipts of paid citations/summonses.

3. Costs associated with the APE System installation, infrastructure, development, and implementation are recovered/amortized equally and monthly by BLS over the initial term of this agreement from net revenue generated and apportioned to BLS under this revenue sharing agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3(e), prior to the end of the initial term of this agreement and, hence, the full recovery/amortization of above stated costs by BLS, the Municipality will be responsible for fifty percent (50%) of the remaining balance. The parties agree the cost of installation, infrastructure, development, and implementation of the APE System is \$ 75,000.



#### 4. Program & System Fees

Blue Line Solutions assumes all risk, costs & fees associated with, and required for, APE/MLP System installation, maintenance infrastructure, development, implementation, and ongoing support. As such, costs & fees are recovered monthly by BLS over the first eighteen (18) months of this agreement from revenue apportioned to BLS under this agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery of the above-stated costs by BLS, the Municipality will be responsible for the balance.

The parties agree the cost of installation, infrastructure, development, and implementation of the APE System is \$75,000 per installed APE System zone, and upon early termination under Section 3.a.(i) prior to the end of the initial term of this agreement. Full payment of all such costs will be due within sixty (60) days after the date of termination.

#### 5. Legislative Change Affecting Compensation

If legislative changes should limit or alter the structure or amount of fines levied for speed or red-light infractions. In that case, the Municipality may request to renegotiate the compensation as specified above. Any failure of the parties to agree on such compensation changes shall not be grounds for termination of this Agreement for cause by the Municipality.

#### 6. Additional Warning Periods

BLS will provide one (1) Thirty-Day warning period at no charge to the Municipality as part of this agreement. The fee for additional warnings shall be \$25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.

#### 7. Additional & Special Reporting Requests

Additional requests for special reports for Freedom of Information Act (FOIA) Requests, Open Records requests, or additional information such as historical program data, captured data, audit, and/or financial information beyond the scope of this agreement may be subject to additional fees. The fee for this additional reporting work and report generation will be two-hundred-and-fifty (\$250) dollars per hour and will be subtracted from the Municipality's gross receipts of paid summonses. A time estimate will be provided if the estimated time to complete exceeds five (5) hours.

#### 8. Credit Card Administration Fee (*Violator Paid*)

A credit card convenience fee of \$5.90 is to be charged to the violator using a credit card (unless prohibited by state statute) for Violation payment processed manually for phone payments. BLS shall collect such convenience fees during payment of Violation and shall not be shared with Municipality or included in Municipality's share of Revenue.



## 9. Pricing Alteration

In order to ensure fairness in payment for services based on the amount of work required to operate the speed monitoring system, BLS and the Municipality will re-evaluate the pricing provided above (in Exhibit C) six months after the system “start date” and adjust as appropriate. This pricing may be changed by agreement of both parties or in the event of changes to the empowering statute.



## Exhibit D

### 1. Number and Locations of APE and MPL System Equipment

The number of APE and MPL Systems, as well as the locations for equipment installation, will be determined after a careful analysis by the Municipality, the Agency, and BLS personnel, considering traffic dynamics, volume, and safety assessments on the Municipality's roadways. Prior to the study, the initial quantity is expected to be:

- a. (2) APE System(s) will be provided: Unit quantity may be changed without contract amendment.



- b. (Q) MPL System(s) will be provided: Unit quantity may be changed without contract amendment.

**2. Radar Feedback Signs**

BLS will provide and install radar speed signs for the ASE System to be utilized in school zones where permitted by law. BLS will only provide service/maintenance on the signs throughout the manufacturer’s warranty period. The signs will be installed at the discretion of BLS, and as per approved site construction plans, generally one (1) per ASE System. Notwithstanding the foregoing, the parties agree that the Municipality shall be responsible for assisting BLS in the placement, service, installation, and obtaining any regulatory approval related thereto.

**3. Automated License Plate Recognition (ALPR) Cameras**

BLS may choose to provide Automated License Plate Recognition (ALPR) cameras with an APE System under this agreement, as long as this agreement remains in effect and provided that the Municipality agrees to operate each APE system for the maximum time and at the minimum enforceable speed as allowed by law. Such ALPR cameras must be installed as part of the APE infrastructure. Additional ALPR systems may be purchased as described in Section 17 of this agreement.

**4. Expert Witness**

BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the APE and MPL Systems.



## Automated Photo Enforcement (APE) System Operations

### 1. Operating Times

The municipality agrees to operate APE Systems in designated areas for the maximum time permitted by law. As provided by the Municipality in “*Attachment A.*”

### 2. Operating Speeds

The municipality agrees to operate APE Systems in areas at the minimum enforceable speed limit permitted by law. As provided by the Municipality in “*Attachment A.*”

### 3. School Zone Flasher Schedule



The municipality agrees to provide active school zone flasher times to BLS, and maintain the schedule, updating each semester or as needed. The municipality will ensure that the Flasher programming matches the school zone flasher schedule.

\_\_\_\_\_  
Authorized Signature (Municipality)

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature  
Blue Line Solutions, LLC  
4409 Oakwood Dr.  
Chattanooga, TN 37416

\_\_\_\_\_  
Date





Attachment A



Blue Line Solutions, LLC  
 3903 Volunteer Dr., Suite 400  
 Chattanooga, TN 37416  
 423.333.0490



AGENCY: \_\_\_\_\_  
 AGENCY CONTACT: \_\_\_\_\_  
 CONTACT NUMBER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 DATE VERIFIED: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_

The information requested below is vital for the speed enforcement program. We ask that you fill out the form below to ensure that Blue Line Solutions provides the exact data required for each school zone where there will be enforcement and reporting.  
*Please contact and visit the schools to ensure school zone times and posted speed limits are correct.*

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:



School Zone Speed Study Verification Form - Rev 01/22/2023



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 2/5/2024

**Agenda Item:** **The request of the Joint Development Authority to rezone from Transitional Commercial (C-4) to Urban Planned Unit Development (U-PUD) tracts of land totaling 3.19 acres located along South Hamilton Street, Nichols Street, and Cherokee Street, Dalton, Georgia. Parcels (12-257-07-055, 12-257-07-057, 12-257-07-065, 12-257-07-064)**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**Cost:** N/A

**Funding Source if Not in Budget** N/A

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

See attached staff analysis and recommendation

**ORDINANCE NO. 24-04**

To rezone property of the City of Dalton from a Transitional Commercial (C-4) Classification to a U-PUD Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

**WHEREAS**, the City of Dalton in conjunction with the Joint Development Authority has petitioned for rezoning of certain real property from C-4 classification to U-PUD classification;

**WHEREAS**, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

**WHEREAS**, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan; and

**WHEREAS**, all other procedures as required by Georgia law have been followed.

**NOW, THEREFORE, BE IT HEREBY ORDAINED**, by the Mayor and Council of the City of Dalton, Georgia, as follows:

**Section 1.**

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from C-4 classification to U-PUD classification.

**Section 2.**

This Ordinance shall be effective as of the date of approval of this Ordinance.

**Section 3.**

The City Clerk is instructed to send a copy of this Ordinance to the Dalton-Whitfield Zoning Administrator with a request to record this rezoning on the Official Zoning Map of Whitfield County, Georgia.

**Section 4.**

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.

**Section 5.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The foregoing Ordinance received its first reading on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays, and the Ordinance is adopted.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK, CITY OF DALTON

EXHIBIT "A"

**Tax Parcel 12-257-07-055:**

All that tract or parcel of land lying and being in Land Lot No. 257 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lots 44 through 46, inclusive, in Block F of the Nichols Addition to the City of Dalton, as shown by plat of record in Plat Book 1 Page 58 (Plat Cabinet A Slide 14) and Lots Nos. 155 through 176, inclusive and 184 through 194, inclusive, of the Nichols Subdivision, as shown by plat of record in Deed Book 9 Page 46, Whitfield County, Georgia Land Records, reference to which plats are hereby made and incorporated herein by reference for a more complete description.

THERE IS ALSO HEREBY CONVEYED all right, title and interest of Grantor in and to the alleys separating the above-described lots in the Nichols Subdivision and the Nichols Addition to the City of Dalton, as shown on the aforesaid plats of said subdivisions.

**Tax Parcel 12-257-07-057:**

All that tract or parcel of land lying and being in Land Lot No. 257 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lots Nos. 169 through 172, inclusive, of the Nichols Subdivision, as shown by plat of record in Deed Book 9 Page 46, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference for a more complete description.

THERE IS ALSO HEREBY CONVEYED all right, title and interest of Grantor in and to the alleys separating the above-described lots in the Nichols Subdivision and the Nichols Addition to the City of Dalton, as shown on the aforesaid plat of said subdivision.

**Tax Parcel 12-257-07-065:**

All that tract or parcel of land lying and being in Land Lot No. 257 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lots Nos. 180, 181, 182 and 183 of the Nichols Subdivision, as shown by plat of record in Deed Book 9 Page 46, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference for a more complete description.

**Tax Parcel 2-257-07-064:**

All that tract or parcel of land lying and being in Land Lot No. 257 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lots Nos. 25 through 28, inclusive, in Block F of the Nichols Addition to the City of Dalton, as shown by plat of record in Plat Book 1 Page 58 (Plat Cabinet A Slide 14) and Lots Nos. 173 through 176, inclusive, of the Nichols Subdivision,

as shown by plat of record in Deed Book 9 Page 46, Whitfield County, Georgia Land Records, reference to which plats are hereby made and incorporated herein by reference to a more complete description.

Less and Except that portion of Lot 25 as described in that Warranty Deed of record in Deed Book 2030 Page 80, Whitfield County, Georgia Land Records.

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION**  
**503 WEST WAUGH STREET**  
**DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** January 22, 2024

**SUBJECT: The request of the Joint Development Authority to rezone from Transitional Commercial (C-4) to Urban Planned Unit Development (U-PUD) tracts of land totaling 3.19 acres located along South Hamilton Street, Nichols Street, and Cherokee Street, Dalton, Georgia. Parcels (12-257-07-055, 12-257-07-057, 12-257-07-065, 12-257-07-064)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on January 22, 2024, at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Todd Pangle.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis which recommended the U-PUD rezoning be approved. Octavio Perez asked if there would be enough parking spaces off-street and if there would be any on-street parking. Calhoun stated that there would be off-street parking and that any on-street parking would only be legal if there were marked spaces. There were no further questions for Calhoun.

Todd Pangle, Dalton's Assistant City Administrator, represented the petition by noting the City's resounding support of the proposed rezoning and development. Pangle stated that the grant funding the subject property's infrastructure will require the prospective homes to be sold between \$125,000-\$290,000 to ensure the units are affordable. Pangle assured the Planning Commission that emergency vehicle access has been made a top priority for the proposed project and that there are multiple access points to ensure redundant ingress/egress in the event of an emergency. Pangle made note of the covenants that will be applied to the subject property and stated that all new streets would be city-owned and maintained. Pangle noted the architect responsible for the development's design and went on to mention that City officials had visited multiple comparable developments in the Atlanta area before developing a site plan. Chris Shiflett asked Pangle for the areas they visited and Pangle stated that they had visited several similar developments in and around Atlanta.

With no other comments heard for or against, this hearing closed at approximately 6:50 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested U-PUD rezoning. **David Pennington then made a motion to recommend the U-PUD rezoning be approved subject to a condition requiring a minimum of two off-street parking spaces per dwelling. Octavio Perez then seconded the motion and a unanimous recommendation to approve the U-PUD rezoning and condition followed, 4-0.**



**STAFF ANALYSIS  
REZONING REQUEST  
*Unified Zoning Ordinance***

**ZONING CASE:** The City of Dalton is seeking to rezone from Transitional Commercial (C-4) to Urban Planned Unit Development (U-PUD) four tracts of land (parcels 12-257-07-055, 065, 064, and 057) containing a total of 3.19-acres located at 902 S. Hamilton St. The subject property is currently undeveloped: The petitioner's request is to redevelop the site for up to 40 new single-family dwellings as well as new public streets. This request is an implementation of the Believe Greater Dalton Housing Strategy, and the Greater Dalton Joint Development Authority recently received a \$1,500,000 grant from GA's Rural Workforce Housing Initiative to construct the new public streets, utilities, and stormwater infrastructure for the proposed development.

The surrounding uses and zoning are C-4 to the east, south, and west with C-2 to the north. All adjacent property is zoned for commercial use, but some non-conforming industrial and residential uses are also adjacent.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

**(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.**

The zoning and development in this area has been diverse for many years due to the proximity to downtown Dalton. This area was formerly the hub for industrial and manufacturing operations due to the proximity to early water and sewer infrastructure as well as the nearby railway. As the manufacturing industry evolved, however, this area of the city has become less desirable for conventional manufacturing development. Currently, all adjacent zoning reflects commercial land use with no residential zone districts in immediate proximity. There are, however, a few single-family detached dwellings adjacent to the subject property. The site plan for the subject property meets all the requirements of the U-PUD zone district, and the proposed development would be a significant reduction in land use intensity for this area as compared to the existing commercial zoning.

**(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

Given the reduction in the land use intensity for the proposed development as compared to the existing commercial zoning, there is no expectation for negative effects on property values in this area.

**(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.**

The subject property could be developed as it is currently zoned. However, the proposed U-PUD rezoning and neighborhood site plan would allow for a reasonable development of the subject property. The proposed U-PUD development would be in alignment with the needs listed in the 2023 update of Dalton's Joint Comprehensive Plan as well as the Believe Greater Dalton Housing Strategy.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.**

The proposed U-PUD would create an opportunity for up to 40 new quality single-family dwellings marketed for owner-occupied affordable workforce housing. The proposed U-PUD development would be in alignment with the needs listed in the 2023 update of Dalton's Joint Comprehensive Plan as well as the Believe Greater Dalton Housing Strategy. The subject property is located near downtown Dalton as well as being in proximity to many large employers within the City limits. While this area may not currently be characterized as residential, the proposed U-PUD development would serve as a catalyst for similar redevelopment throughout this area.

**(E) Whether the proposed (U-PUD) amendment, if adopted or approved, would result in a use which would or could cause excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

The subject property is within one of the City's most well-served areas in regard to public utilities with no concerns for capacity based on the proposed site plan. The proposed site plan also accounts for the creation of new public sidewalks linking the new dwellings to existing city sidewalks.

**(F) Whether the property sought to be rezoned (or annexed) conforms with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses that are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses that are compatible to the existing uses in the vicinity.**

The comprehensive plan's future development map shows this property to be within the Industrial character area. This character area is intended to represent areas of the city expected to remain or be developed for industrial purposes. The proposed U-PUD development would, however, create a residential character at this location. While the Future Development Map shows this location to be planned for industrial development, one of the most significant needs cited in the 2024 update to the Joint Comprehensive Plan is the lack of available workforce housing stock. The proposed development would create up to 40 new single-family dwellings at an urban scale within proximity to many large-scale employers as well as Dalton's ever-growing downtown. Unable to foresee any negative impacts to property values or public infrastructure, the proposed U-PUD rezoning should not conflict with the intent of the Comprehensive Plan.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the**

**proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

The U-PUD is a unique zone district, and the proposed rezoning would create an island labeled U-PUD surrounded by the C-4 and C-2 zone districts. Given the residential character of the proposed U-PUD, there would be an island of residential property surrounded by commercial zoning and development. It is worth noting here that there is no expectation that the residential development would have any negative effect on the adjacent commercially zoned properties.

**(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.**

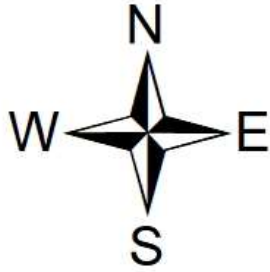
N/A










**CONCLUSION:**

The staff can provide a recommendation to approve the requested U-PUD rezoning of the subject property based on the following factors:

1. The requested U-PUD rezoning would create a development pattern suitable for the subject property when compared to adjacent development.
2. There is no expectation that the proposed residential U-PUD would have any negative impact on the adjacent property values.
3. The requested U-PUD would not conflict with the intent of the Comprehensive Plan based on the minimal impact of the proposed development on adjacent properties as compared to the considerable need for quality workforce housing noted throughout the Comprehensive Plan as well as the Believe Greater Dalton Housing Strategy.

# JDA/City of Dalton Rezoning Request C-4, Transitional Commercial to U-PUD, Urban Planned Unit Development City of Dalton Jurisdiction



ZONING	
	Low Density Single Family Residential (R-2)
	Rural Residential (R-5)
	Limited Commercial (C-1A)
	Transitional Commercial (C-4)
	Transitional Commercial (C-4) Cond
	General Commercial (C-2)
	General Commercial (C-2) Cond
	Light Manufacturing (M-1)
	Heavy Manufacturing (M-2)

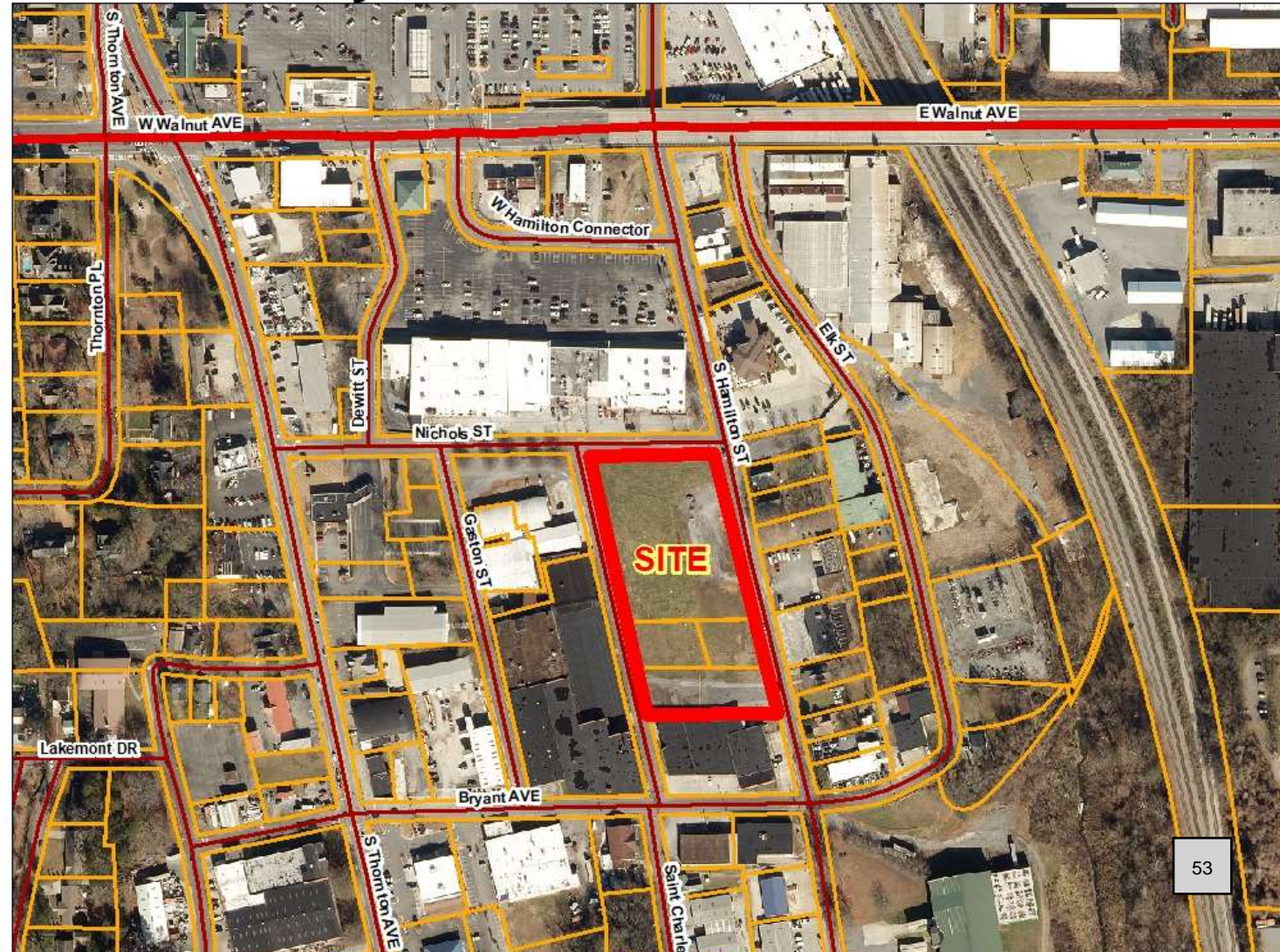
**FEET**  
**300**



# JDA/City of Dalton Rezoning Request C-4, Transitional Commercial to U-PUD, Urban Planned Unit Development City of Dalton Jurisdiction



**FEET**  
**300**



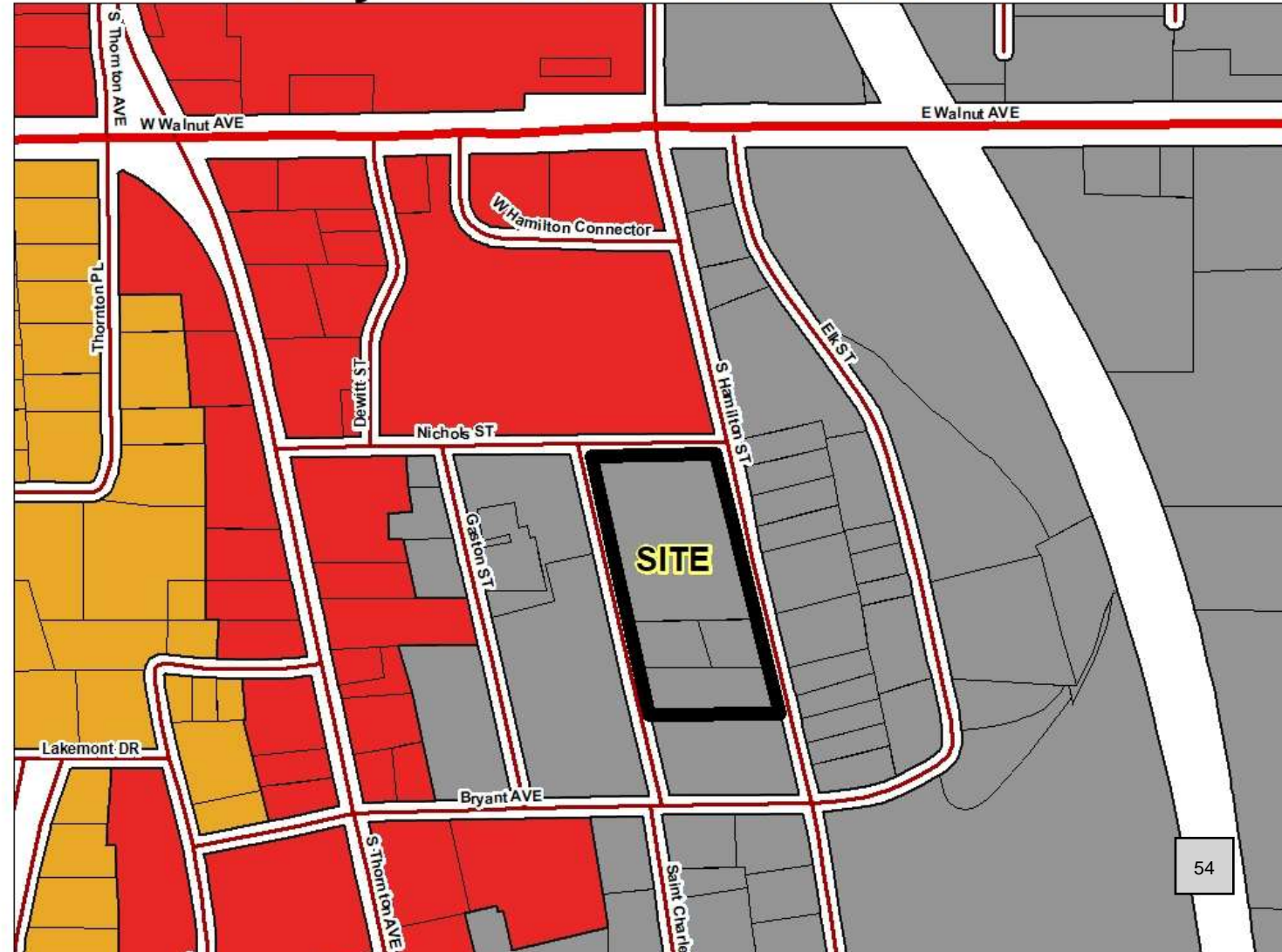
# JDA/City of Dalton Rezoning Request C-4, Transitional Commercial to U-PUD, Urban Planned Unit Development City of Dalton Jurisdiction



**FUTURE DEVELOPMENT MAP**

-  Commercial Corridor
-  Industrial
-  Town Neighborhood

**FEET**  
**300**





2 REZONING SITE PLAN  
1" = 40'-0"



1 REZONING PLAT MAP  
1" = 40'-0"

- REZONING SITE PLAN NOTES**
1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND SUBJECT TO CHANGE.
  2. FINAL LOTS, EASEMENTS AND RECORDS MAY VARY FROM THIS PLAN. MAXIMUM LOT AREA IS 100,000 SQ. FT.
  3. ALL UTILITIES SHALL BE LOCATED AS SHOWN ON THIS PLAN AND SHALL BE DEEPENED TO 6' BELOW FINISHED GRADE.
  4. ALL UTILITIES SHALL BE LOCATED AS SHOWN ON THIS PLAN AND SHALL BE DEEPENED TO 6' BELOW FINISHED GRADE.
  5. ALL EXISTING UTILITIES SHALL BE DELETED AND REPLACED BY NEW UTILITIES AS SHOWN ON THIS PLAN.
  6. ALL EXISTING UTILITIES SHALL BE DELETED AND REPLACED BY NEW UTILITIES AS SHOWN ON THIS PLAN.
  7. ALL EXISTING UTILITIES SHALL BE DELETED AND REPLACED BY NEW UTILITIES AS SHOWN ON THIS PLAN.
  8. ALL EXISTING UTILITIES SHALL BE DELETED AND REPLACED BY NEW UTILITIES AS SHOWN ON THIS PLAN.

- SITE PLAN LEGEND**
- BUILDING
  - PARKING
  - LANDSCAPE
  - PUBLIC PARK SPACE
  - SHARED OFFICE FACILITIES
  - PARKING PARKING LOT LANE
  - PROPERTY LINE
  - STREET LINE

**PROJECT INFORMATION**

UNIT TYPE	12/30N SHOWING	12/30N SHOWING
1-BED	0	0
2-BED	27	27
3-BED	0	0
4-BED	0	0
TOTAL UNITS	27	27
MINIMUM PARKING	1 PER UNIT MIN	
TOTAL PARKING	27 ON SITE	
TOTAL OFF-STREET	0 ON STREET	
30% OPEN SPACE REQUIRED	30% IS ACHIEVED	
OPEN SPACE PROVIDED	30% IS ACHIEVED	
PUBLIC OPEN SPACE PROVIDED*	30% IS ACHIEVED	
MINIMUM BUILDING HEIGHT	3 STORIES	



**ISSUED FOR CONSTRUCTION**

Rev.	Date	Description
1		ISSUED FOR CONSTRUCTION

Project No: 2201  
Drawn By: CTO  
Checked By: JH

**REZONING DRAWINGS**

Showing: **RZ-1.0**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 2/5/24  
**Agenda Item:** Resolution 24-03 to Dissolve the Animal Control Board  
**Department:** Administration  
**Requested By:** Andrew Parker  
**Reviewed/Approved by City Attorney?** Yes

**Cost:**

**Funding Source if Not in Budget**

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

Resolution 24-03 To Dissolve the Animal Control Board as it is no longer needed for its original purpose and has been assumed by Whitfield County.



**RESOLUTION 24-03**

**A RESOLUTION TO DISSOLVE THE ANIMAL CONTROL BOARD**

**WHEREAS**, the Animal Control Board (the “ACB”) was created by the Mayor and Council of the City of Dalton on or about April 15, 1991 for the purpose of recommending rules and regulations for operation of animal shelters and hold facilities in the city as well as standards for collection, custody, and disposal of animals at-large, and for related purposes; and

**WHEREAS**, the duties of the ACB have been assumed by other entities; and

**WHEREAS**, the ACB is no longer needed for its original purpose;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Dalton hereby dissolve the ACB.

**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 these Resolutions shall take effect immediately upon their adoption.

**SO RESOLVED**, this 5<sup>th</sup> day of February, 2024.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Annalee Sams  
Mayor

ATTESTED TO:

\_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 2/5/24

**Agenda Item:** Resolution 24-04 to Dissolve the Building Code Appeals Board

**Department:** Administration

**Requested By:** Andrew Parker

**Reviewed/Approved by City Attorney?** Yes

**Cost:**

**Funding Source if Not in Budget**

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

Resolution 24-04 To Dissolve the Building Code Appeals Board as it is no longer needed for its original purpose and has been assumed by Whitfield County Board of Zoning Appeals.

**RESOLUTION 24-04**

**A RESOLUTION TO DISSOLVE THE BUILDING CODE APPEALS BOARD**

**WHEREAS**, the Building Code Appeals Board (“BCAB”) was established to hear requests for changes or exceptions to the city and county building codes from the public, to act on the same, and for related purposes; and

**WHEREAS**, the City of Dalton and Whitfield County have each appointed members to the BCAB; and

**WHEREAS**, the duties of the BCAB are now being performed by the Board of Zoning Appeals for appeals relating to real property in Whitfield County; and

**WHEREAS**, the BCAB is no longer needed for its original purpose; and

**WHEREAS**, the City desires to transfer all authority of the BCAB to the Board of Zoning appeals and to create a uniform process for the City of Dalton and Whitfield County for such appeals;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Dalton hereby dissolve the BCAB.

**BE IT FURTHER RESOLVED**, that all jurisdiction and authority of the BCAB shall be transferred to the Board of Zoning Appeals;

**BE IT FURTHER RESOLVED**, that any matter which would have previously been heard by the BCAB shall now be heard by the Board of Zoning Appeals;

**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 these Resolutions shall take effect immediately upon their adoption.

**SO RESOLVED**, this 5<sup>th</sup> day of February, 2024.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Annalee Sams  
Mayor

ATTESTED TO:

\_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 2/5/24  
**Agenda Item:** Resolution 24-05 to Dissolve the Grievance Committee  
**Department:** Administration  
**Requested By:** Andrew Parker  
**Reviewed/Approved by City Attorney?** Yes

**Cost:**

**Funding Source if Not in Budget**

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

Resolution 24-05 To Dissolve the Grievance Committee as it is no longer needed for its original purpose.

**RESOLUTION 24-05**

**A RESOLUTION TO DISSOLVE THE GRIEVANCE COMMITTEE**

**WHEREAS**, the Grievance Committee was established by the Mayor and Council on or about August 5, 1991, to hear grievances and appeals from City employees regarding actions taken by city department heads or other supervisory personnel of the city, and for related purposes; and

**WHEREAS**, the Grievance Committee no longer meets on a regular basis;

**WHEREAS**, the Grievance Committee is no longer needed for its original purpose;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Dalton hereby dissolve the Grievance Committee.

**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 these Resolutions shall take effect immediately upon their adoption.

**SO RESOLVED**, this 5<sup>th</sup> day of February, 2024.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Annalee Sams  
Mayor

ATTESTED TO:

\_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 2/5/24

**Agenda Item:** Resolution 24-06 Transferring Property to Dalton Board of Education

**Department:** Administration

**Requested By:** Andrew Parker

**Reviewed/Approved by City Attorney?** Yes

**Cost:**

**Funding Source if Not in Budget**

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

Resolution 24-06 Authorizing Transfer of Certain Real Property (the tennis courts at Dalton High School) to the City of Dalton Board of Education.

**RESOLUTION 24-06**

**A RESOLUTION AUTHORIZING TRANSFER OF CERTAIN REAL PROPERTY TO CITY OF DALTON BOARD OF EDUCATION**

**WHEREAS**, the City acquired certain real property commonly known as and referenced herein as the “Dalton High School Tennis Courts” in 2007, which real property is more particularly described in a certain quitclaim deed from the City of Dalton Board of Education to the City of Dalton dated May 31, 2007 and recorded on or about June 22, 2007 in the Whitfield County, Georgia Land Records at Deed Book 5028, Pages 226-228; and

**WHEREAS**, the Dalton High School Tennis Courts are in need of certain maintenance and repairs; and

**WHEREAS**, the Dalton High School Tennis Courts are not needed or used by the City; and

**WHEREAS**, the Dalton High School Tennis Courts are primarily used by Dalton Public Schools under the direction and authority of the City of Dalton Board of Education; and

**WHEREAS**, the City of Dalton Board of Education is willing to accept the Dalton High School Tennis Courts for public purposes and assume the cost of maintaining a repairing the same; and

**WHEREAS**, the City has determined that it is advisable and in the best interests of the citizens of the City of Dalton to transfer the Dalton High School Tennis Courts to the Dalton Board of Education; and

**WHEREAS**, the transfer of the Dalton High School Tennis Courts to the City of Dalton Board of Education is authorized by and complies with O.C.G.A. §36-37-6(e)(2)(D);

**NOW, THEREFORE, BE IT RESOLVED**, that the City shall transfer the Dalton High School Tennis Courts to the City of Dalton Board of Education.

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Dalton be, and hereby is, authorized and empowered to take such action and to execute for and on behalf of the City a Quit Claim Deed in substantially the form attached hereto as Exhibit “1” and incorporated herein by reference (the “Quit Claim Deed”) to transfer the Dalton High School Tennis Courts to the City of Dalton Board of Education, and such other documents, instruments, certificates, assignments, and papers which, in the judgment of the Mayor, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, certificates, assignments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City in accordance with this Resolution, and the execution of such agreements, instruments, certificates, assignments, papers, and documents by the Mayor on behalf of the City is herein authorized and shall be conclusive evidence of any such approval.

**BE IT FURTHER RESOLVED**, that all acts and doings of the Mayor in connection with the proposed transaction which are in conformity with the purposes and intents of these

Resolutions and in furtherance of the transaction 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 any of the consents, agreements, instruments, certificates, assignments, papers, and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such consents, agreements, instruments, certificates, assignments, papers, and other documents on behalf of the City.

**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 any agreement, instrument, certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City or the City’s seal on any such document shall not affect its validity or the obligation of the Mayor and Council thereunder.

**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 these Resolutions shall take effect immediately upon their adoption.

**SO RESOLVED**, this 5<sup>th</sup> day of February, 2024.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Annalee Sams  
Mayor

ATTESTED TO:

\_\_\_\_\_  
City Clerk



# EXHIBIT 1

[Space above this line for recording data.]

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Please Record and Return To:

J. Tom Minor, IV  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

**Georgia, Whitfield County**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and the **City of Dalton Georgia Board of Education**, a political subdivision of the State of Georgia, Grantee.

The words “Grantor” and “Grantee” whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit “A” attached hereto (the “Property”), reference to which is hereby made and incorporated herein by reference.

**THERE IS HEREBY RESERVED TO GRANTOR**, an easement across the Property for the use of the public to utilize the recreational facilities located on the Property at such times as the Grantee and its guests are not utilizing the Property for school related events on the Property.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**City of Dalton**

\_\_\_\_\_  
Unofficial Witness

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

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

[Corporate Seal]

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 198 in the 12th District and 3<sup>rd</sup> Section of Whitfield County, Georgia, as shown by that certain plat of survey for "City of Dalton Recreation Department" by Marcus Eugene Cook, Georgia Registered Land Surveyor No. 1935, dated July 16, 1979, and described more particularly according to said plat of survey as follows:

BEGINNING at a point on the north right of way line of Manly Street (50 ft R/W) which is 230.28 feet from the intersection of said right of way with the south right of way line of Waugh Street (said intersection being the easternmost of the two existing intersections of Manly and Waugh Streets); thence running along said north right of way line of Manly Street as it curves to the left with radius of 415.74 feet and an arc distance of 363.29 feet; thence, continuing along said north right of way line of Manly Street, north 64 degrees 22 minutes 09 seconds west a distance of 310.54 feet; thence north 24 degrees 37 minutes 00 seconds east a distance of 143.80 feet; thence south 66 degrees 35 minutes 00 seconds east a distance of 117.25 feet; thence north 64 degrees 46 minutes 00 seconds east a distance of 331.36 feet; thence south 25 degrees 09 minutes 00 seconds east a distance of 386.9 feet to the north right of way line of Manly Street and the POINT OF BEGINNING.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 2/5/2024

**Agenda Item:** ADA Transition Plan

**Department:** Administration

**Requested By:** Todd Pangle

**Reviewed/Approved  
by City Attorney?** Yes

**Cost:** N/A

**Funding Source if Not  
in Budget** N/A

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

Resolution 24-07, adopting the City's ADA Transition Plan indicating the City's efforts to ensure all facilities and programs offered by the City are available to everyone. The plan will also ensure the City's compliance with GDOT for funding purposes.

**RESOLUTION 24-07**

**A RESOLUTION TO ADOPT ADA TRANSITION PLAN**

**WHEREAS**, the Americans with Disabilities Act (“ADA”) was enacted in 1990 to ensure equal access and opportunities to individuals with disabilities; and

**WHEREAS**, the City of Dalton is committed to compliance with the ADA and to fostering an environment of accessibility, diversity, and inclusion; and

**WHEREAS**, the City of Dalton has created an ADA Transition Plan, which serves as a strategic plan to implement said goals;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Dalton hereby adopt the ADA Transition Plan attached hereto as Exhibit A.

**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 these Resolutions shall take effect immediately upon their adoption.

**SO RESOLVED**, this 5<sup>th</sup> day of February, 2024.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Annalee Sams  
Mayor

ATTESTED TO:

\_\_\_\_\_  
City Clerk

# EXHIBIT A

REVISED

February 5, 2024



## ADA TRANSITION PLAN

ADOPTED:

February 5, 2024

CITY OF DALTON



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## ADA TRANSITIONAL PLAN

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### 1. PURPOSE

The purpose of this Plan for the City of Dalton is to establish a comprehensive and strategic framework dedicated to identifying, prioritizing, and addressing barriers to accessibility within our municipal infrastructure. This plan is designed to ensure compliance with the Americans with Disabilities Act (ADA) by outlining a roadmap for the removal of physical and communication barriers. Our commitment is to enhance accessibility across public facilities, visitors, and members of the community. Through proactive measures and ongoing assessments, we aim to create an environment that reflects our dedication to the principles of the ADA, promoting a city that is welcoming and accessible to individuals of all abilities.

---

### 1.1 MISSION AND VISION OF THE CITY OF DALTON

#### **MISSION**

The mission of the City of Dalton is *“to enhance the quality of life for all residents, the City of Dalton is committed to fostering a vibrant community by providing efficient services, promoting economic prosperity, preserving our cultural heritage, and ensuring a safe and inclusive environment.”*

#### **VISION**

The City of Dalton envisions a dynamic and sustainable future where diversity is celebrated, opportunities for growth and innovation abound, infrastructure supports thriving businesses and neighborhoods, education is valued, and residents enjoy an exceptional quality of life, making it a destination of choice to live, work, and play.

---

### 1.2 STATEMENT OF ACCESSIBILITY

The City of Dalton is committed to fostering an inclusive and accessible community where all individual, regardless of ability, can fully participate in civic life. This commitment extends beyond legal compliance and reflects our dedication to creating an environment that embraces diversity and ensures equal access for everyone.

Our commitment to accessibility is not static; it is a dynamic process that involves continuous improvement. Regular assessment, adjustments to our action plan, and transparent reporting mechanisms are integral to our approach. We are dedicated to being accountable to our community as we strive to create a more accessible and welcoming City of Dalton.

---

## 2. INTRODUCTION

The City of Dalton, nestled in the heart of North Georgia, is a community built on the values of diversity, inclusivity, and respect for all its residents. Recognizing the importance of creating an environment that is accessible to everyone, the City has undertaken the development of a comprehensive ADA Transition Plan. This plan is rooted in a commitment to go beyond legal requirements, aiming to proactively identify, address, and remove barriers to accessibility throughout the community.

### **Legal Framework**

Enacted in 1990, the Americans with Disabilities Act (ADA) serves as a beacon for ensuring equal opportunities and access for individuals with disabilities. As a Title II entity, the City of Dalton is dedicated to complying not only with the letter but the spirit of the ADA. This Transition Plan serves as a strategic guide to align our practices with the ADA's principles, fostering an environment that promotes inclusivity and accessibility.

### **City Diversity and Vibrancy**

Dalton thrives on its rich cultural diversity and dynamic community spirit. We understand that true community strength lies in the ability of every individual, regardless of ability, to fully participate in civic life. The ADA Transition Plan is an essential step towards ensuring that our city reflects these values by systematically addressing physical, programmatic, and communication barriers.

### **Vision for Inclusive Future**

Our vision extends beyond mere compliance; it envisions a future where Dalton is a model of inclusivity, where accessibility is seamlessly woven into the fabric of our community. By implementing this Transition Plan, we aspire to create an environment where every resident and visitor can engage, explore, and thrive without encountering barriers.

As we embark on this transformative journey, the City of Dalton invites all community members to join us in shaping a more inclusive future. Together, we are building a city where accessibility is not just a requirement but a defining characteristic that enriches the lives of all who call Dalton home.

There are many potential barriers to accessibility of State or City services, and the following are simply a few of the more common examples:

<p><b>Physical Barriers</b></p>	<ul style="list-style-type: none"> <li>✓ Parking</li> <li>✓ Path of Entry/Travel</li> <li>✓ Doors</li> <li>✓ Service Counters</li> <li>✓ Restrooms</li> <li>✓ Sidewalks/Curb Ramps</li> </ul>
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<p><b>Programmatic Barriers</b></p>	<ul style="list-style-type: none"> <li>✓ Building Signage</li> <li>✓ Customer Communication and Interaction</li> <li>✓ Access to Public Telephones</li> <li>✓ Emergency Notifications, Alarms, Visible Signals</li> <li>✓ Communications (via internet, public meetings, telephone)</li> <li>✓ Participation opportunities for events sponsored by the City</li> </ul>
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This Plan has been prepared after a careful study of City of Dalton’s programs and facilities. The City, in preparing this document, has received input from department directors, city employees, citizens, as well as from the City Council. Responsibility for implementation of this plan will reside with the City Administrator’s Office. City facilities, programs, services, policies, practices and procedures will continue to be surveyed on an on-going basis, and the ADA Transition Plan may be revised to account for changes to City functions. Training will also be conducted and maintained by staff to ensure ADA Compliance remains of the upmost importance in the overall plans for the City. This Plan will be posted to the City's web site for review and consideration by the general public. In addition, notice will be provided of its existence in any official and unofficial City publications.

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### 3. PHYSICAL BARRIERS

A public entity may not deny the benefits of its programs, activities, and services to individuals with disabilities because its facilities are inaccessible. A public entity's services, programs, or activities, when viewed in their entirety, must be readily accessible to and usable by individuals with disabilities. This standard, known as "program accessibility," applies to all existing facilities of a public entity. Public entities, however, are not necessarily required to make each of their existing facilities accessible. Below is a table of the City’s existing facilities and parks:

<b>City Facilities/Parks</b>	<b>Address</b>	<b>Inspection Completed</b>
<b>City Hall</b>	300 West Waugh St.	Yes
<b>Dalton Police Department</b>	301 Jones St.	Yes
<b>Fire Station 1</b>	404 School St.	Yes
<b>Fire Station 2</b>	1024 Abutment Road	Yes
<b>Fire Station 3</b>	159 Haig Mill Road	Yes
<b>Fire Station 4</b>	1800 Dug Gap Road	Yes
<b>Fire Station 5</b>	1290 Cross Plains Trail	Yes
<b>John Davis Center</b>	904 Civic Dr.	Yes
<b>Mack Gaston Center</b>	218 N. Fredrick St.	Yes
<b>Nob North Golf Course</b>	298 Nob North Dr.	Yes
<b>Al Rollins Park</b>	521 Threadmill Rd.	Yes
<b>Broadus/Durkan Complex</b>	310 Smith Industrial Blvd.	Yes
<b>Brookwood Park</b>	901 W. Lakeshore Dr.	Yes
<b>Burr Performing Arts Park</b>	101 S. Hamilton St.	Yes
<b>Civitan Park</b>	505 Shugart Rd.	Yes
<b>Dalton Green</b>	117 N. Selvidge St.	Yes
<b>Haig Mill Lake Park</b>	652 Haigmill Lake Rd.	Yes
<b>Heritage Point Regional Park</b>	1275 Cross Plains Trail	Yes
<b>Heritage Point Soccer Complex</b>	1700 Hale Bowen Dr.	Yes
<b>James Brown Park</b>	904 Civic Dr.	Yes
<b>Joan Lewis Park</b>	700 Fourth Ave.	Yes
<b>Lakeshore Park</b>	479 Cedar St.	Yes
<b>Mt. Rachel Hiking Trail</b>	W. Park St.	Yes
<b>Otis Cook Memorial Tree Park</b>	800 Parkway Dr.	Yes
<b>Raisin Woods Park</b>	145 Raisin Way	Yes
<b>Waterfall Park</b>	890 College Dr.	Yes
<b>Public Works</b>	532 N. Elm St.	Yes
<b>Trade Center</b>	2211 Tony Ingle Parkway	Yes
<b>Dalton Utilities</b>	1200 VD Parrott Jr Pkwy.	Yes

A self-evaluation/assessment of each of the City's physical facilities has been completed for all of the City's facilities as noted in the table above. The remaining self-evaluation/assessments will be completed in conjunction with the execution of this Plan. The self-evaluations were made of existing baseline conditions at each of the facilities listed in the table above. The evaluations were made based on the criteria for determining existence of impediment as outlined below.

### 3.1 BASELINE CONDITIONS

City's facilities are reviewed in light of several "baseline" conditions, including:

- a) Access to parking and entry into the facilities themselves;
- b) Access to a clear and distinct path of travel;
- c) Access to programs and services themselves;
- d) Access to public areas and restrooms; and
- e) Access to related amenities.

### 3.2 CRITERIA FOR DETERMINING EXISTENCE OF IMPEDIMENT

Criteria have been established to determine whether corrective action needs to be taken at a particular facility. The criterion includes, but is not limited to:

- a) **The nature of unique programs or services.** Some facilities and sites are the only location that a particular program or service may be provided; so, there is limited flexibility to move the program or service to a more accessible facility.
- b) **Facilities already in compliance with ADA accessibility guidelines.** Several of the City's major facilities were constructed or underwent major renovations after the effective date of the Title II ADA.
- c) **Ability to relocate programs from one facility to another accessible facility.** Because the City may offer special programs and services at more than one location, consideration was given to distribution of the special programs and services when viewed in their entirety;
- d) **Current state of accessibility.** The current condition of each facility in terms of barriers already removed, or planned to be removed.
- e) **Cost.** The cost of alternatives to physical barrier removal versus the cost of an alternative corrective action plan; and public use.

### **3.3 SIDEWALK ASSESSMENT**

City of Dalton continuously works to perform repairs, upgrades and expansion of its sidewalk and pedestrian traffic route network. This work is inclusive of ensuring that new sidewalk, and upgrades and repairs are constructed to meet ADA guidelines. Currently the City's Public Works staff has been proactive in placing emphasis on certain targeted corridors to address maintenance, expansion and ADA improvements of the sidewalk infrastructure.

With the recent purchase of GPS equipment, the City intends to inventory sidewalk and pedestrian/ADA crossing infrastructure. During the inventory process, City personnel will assess the infrastructure for maintenance needs, improvement, possible expansion as well as ADA compliancy.

Once the data is obtained from the overall assessment, City personnel will develop a Corrective Action Plan to improve inclusion and remove or reduce barriers that currently exist. Proposed sidewalk and infrastructure expansion will be completed as funding is identified.

### **3.4 ACTION PLAN**

Through self-evaluations, we have identified deficiencies in the City of Dalton's facilities that impact the ability of disabled persons to fully benefit from the City's programs, services, and activities. For buildings that have undergone assessment, a correction plan or appropriate course of action has been documented for each deficiency, along with a schedule outlining when these corrections will be completed.

The City of Dalton is committed to ongoing monitoring and assessments of all city facilities and programs. Whether identified through internal assessments or public reports, any issues discovered will prompt the city to take immediate and necessary steps to address and rectify them. This proactive approach is designed to systematically tackle accessibility concerns, creating an environment where every individual, regardless of ability, can actively participate in and enjoy the diverse offerings of the City of Dalton.

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## **4. PROGRAMMATIC BARRIERS**

The City recognizes not all barriers to the City's programs, services and activities are physical in nature. Other administrative barriers exist that must be overcome to provide complete government services to those who are disabled. Through the self-survey conducted by all City Departments, we will identify any programmatic barriers that may impact accessibility of City programs, services or activities. The City is committed, as with all issues dealing with ADA compliance, to addressing any issues identified through this self-assessment process.

## 4.1 SURVEY RESULTS

The City of Dalton conducted a detailed survey to evaluate each department in the City with regard to ADA compliance. The purpose of this exercise was to identify areas where the City falls short in accommodating people with disabilities. The City will utilize the results of the surveys to identify measures that can be taken to better serve all residents. Appendix A includes a copy of the survey form.

The majority of City departments engage with the public in settings beyond the confines of a public facility. Departments such as Police, Fire, and Public Works typically interact with the public in the field. Consequently, employees often find themselves adapting to situations that arise in dynamic and unpredictable environments.

For instance, when responding to calls or incidents, the physical or mental health status of the person in need may not be fully communicated through dispatch. This necessitates responders to modify their approach in real-time to effectively address and resolve the specific challenges presented. This adaptability is crucial in ensuring that City services are responsive and effective in diverse situations encountered in the field.

Among the City departments maintaining routine contact with the public at City Facilities, notable entities include the City Administrator's Office, Human Resource Office, Finance Department, and City Clerk's Office. The Clerk's Office, responsible for miscellaneous billing and occupational taxes, encounters substantial public interaction, particularly during specific times of the year. Although direct engagement with individuals having obvious disabilities constitutes a small percentage of daily interactions, City staff diligently strive to recognize and provide necessary assistance to accommodate all individuals.

While acknowledging that individuals with disabilities form a minority of daily interactions, the City of Dalton remains committed to emphasizing the recognition of those with disabilities. Furthermore, a commitment to addressing any remaining physical barriers is paramount, ensuring continued efforts towards fostering an inclusive and accessible environment.



## 4.2 ACTION PLAN

Based on the results of self-surveys, the City has identified future steps and activities that the City can explore to ensure that people with disabilities have access to City services and programs. The City has implemented an ADA Grievance Form accessible online as well as in person for citizens to complete concerning identified issues with City locations or services.

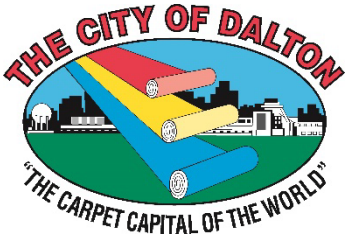
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## 5. CONCLUSION/ACTION LOG

The City is taking the actions identified through this process and will continue to look for ways to remove barriers to access so that the disabled citizens of City of Dalton are given access to the City's programs, services and activities.

The City of Dalton will continue efforts to ensure all citizens have access to all programs and properties throughout the city by continued vigilance in recognition and remediation. As issues are found, whether by City Staff or by citizen feedback, issues will be logged and corrected as appropriate.

I



**CITY OF DALTON  
ADA GRIEVANCE FORM**

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

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

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

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

Location of  
Problem: \_\_\_\_\_  
\_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***\*Please attach additional pages if needed***

The complaint should be submitted by the grievant and/or a designee as soon as possible but no later than 30 calendar days after the alleged violation to:

City of Dalton  
City Hall, Administration  
Attn: City Administrator's Office  
300 W. Waugh St.  
Dalton, GA 30720  
aparker@daltonga.gov

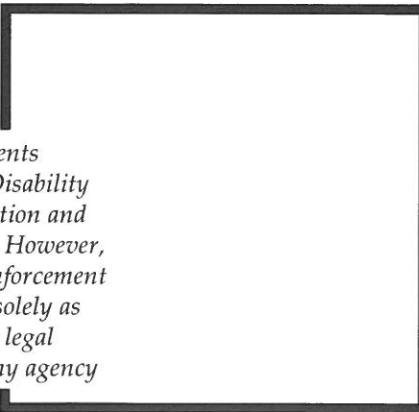
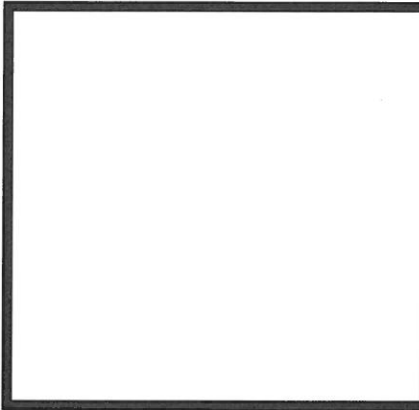
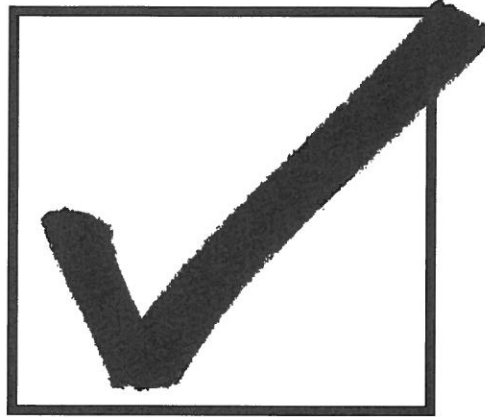
Checklist for Existing Facilities version 2.1



To obtain additional copies of this checklist, contact your Disability and Business Technical Assistance Center. To be automatically connected to your regional center, call 1-800-949-4ADA. This checklist may be copied as many times as desired by the Disability and Business Technical Assistance Centers for distribution to small businesses but may not be reproduced in whole or in part and sold by any other entity without written permission of Adaptive Environments, the author.

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Barrier Free Environments, Inc.

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The Americans with Disabilities Act  
Checklist for Readily Achievable Barrier Removal  
August 1995

# Checklist for Existing Facilities version 2.1

## Introduction

Title III of the **Americans with Disabilities Act** requires public accommodations to provide goods and services to people with disabilities on an equal basis with the rest of the general public. The goal is to afford every individual the opportunity to benefit from our country's businesses and services, and to afford our businesses and services the opportunity to benefit from the patronage of all Americans.

The regulations require that architectural and communication barriers that are structural must be removed in public areas of **existing facilities** when their removal is **readily achievable**—in other words, easily accomplished and able to be carried out without much difficulty or expense. **Public accommodations** that must meet the barrier removal requirement include a broad range of establishments (both for-profit and nonprofit)—such as hotels, restaurants, theaters, museums, retail stores, private schools, banks, doctors' offices, and other places that serve the public. People who own, lease, lease out, or operate places of public accommodation in existing buildings are responsible for complying with the barrier removal requirement.

The removal of barriers can often be achieved by making simple changes to the physical environment. However, the regulations do not define exactly how much effort and expense are required for a facility to meet its obligation. This judgment must be made on a case-by-case basis, taking into consideration such factors as the size, type, and overall financial resources of the facility, and the nature and cost of the access improvements needed. These factors are described in more detail in the ADA regulations issued by the Department of Justice.

The process of determining what changes are readily achievable is not a one-time effort; access should be re-evaluated annually. Barrier removal that might be difficult to carry out now may be readily achievable later. Tax incentives are available to help absorb costs over several years.

## Purpose of This Checklist

This checklist will help you identify accessibility problems and solutions in existing facilities in order to meet your obligations under the ADA.

The goal of the survey process is to plan how to make an existing facility more usable for people with disabilities. The Department of Justice (DOJ) recommends the development of an Implementation Plan, specifying what improvements you will make to remove barriers and when each solution will be carried out: "...Such a plan...could serve as evidence of a good faith effort to comply...."

## Technical Requirements

This checklist details some of the requirements found in the ADA Standards for Accessible Design (Standards). The ADA Accessibility Guidelines (ADAAG), when adopted by DOJ, became the Standards. The Standards are part of the Department of Justice Title III Regulations, 28 CFR Part 36 (*Nondiscrimination on the basis of disability... Final Rule*). Section 36.304 of this regulation, which covers barrier removal, should be reviewed before this survey is conducted.

However, keep in mind that full compliance with the Standards is required only for new construction and alterations. The requirements are presented here as a guide to help you determine what may be readily achievable barrier removal for existing facilities. The Standards should be followed for all barrier removal unless doing so is not readily achievable. If complying with the Standards is not readily achievable, you may undertake a modification that does not fully comply, as long as it poses no health or safety risk.

In addition to the technical specifications, each item has a scoping provision, which can be found under Section 4.1 in the Standards. This section clarifies when access is required and what the exceptions may be.

Each state has its own regulations regarding accessibility. To ensure compliance with all codes, know your state and local codes and use the more stringent technical requirement for every modification you make; that is, the requirement that provides greater access for individuals with disabilities. The barrier removal requirement for existing facilities is new under the ADA and supersedes less stringent local or state codes.

## What This Checklist is Not

This checklist does not cover all of the requirements of the Standards; therefore, it is **not** for facilities undergoing new construction or alterations. In addition, it does not attempt to illustrate all possible barriers or propose all possible barrier removal solutions. The Standards should be consulted for guidance in situations not covered here.

The Title III regulation covers more than barrier removal, but this checklist does **not** cover Title III's requirements for nondiscriminatory policies and practices and for the provision of auxiliary communication aids and services. The communication features covered are those that are **structural** in nature.

## Priorities

This checklist is based on the four priorities recommended by the Title III regulations for planning readily achievable barrier removal projects:

Priority 1: Accessible **approach and entrance**

Priority 2: Access to **goods and services**

Priority 3: Access to **rest rooms**

Priority 4: Any **other measures** necessary


*Note that the references to ADAAG throughout the checklist refer to the Standards for Accessible Design.*

## How to Use This Checklist

✓ **Get Organized:** Establish a time frame for completing the survey. Determine how many copies of the checklist you will need to survey the whole facility. Decide who will conduct the survey. It is strongly recommended that you invite two or three additional people, including people with various disabilities and accessibility expertise, to assist in identifying barriers, developing solutions for removing these barriers, and setting priorities for implementing improvements.

✓ **Obtain Floor Plans:** It is very helpful to have the building floor plans with you while you survey. If plans are not available, use graph paper to sketch the layout of all interior and exterior spaces used by your organization. Make notes on the sketch or plan while you are surveying.

✓ **Conduct the Survey:** Bring copies of this checklist, a clipboard, a pencil or pen, and a flexible steel

tape measure. With three people surveying, one person numbers key items on the floor plan to match with the field notes, taken by a second person, while the third takes measurements. **Be sure to record all dimensions!** As a reminder, questions that require a dimension to be measured and recorded are marked with the ruler symbol.  Think about each space from the perspective of people with physical, hearing, visual, and cognitive disabilities, noting areas that need improvement.

✓ **Summarize Barriers and Solutions:** List barriers found and ideas for their removal. Consider the solutions listed beside each question, and add your own ideas. Consult with building contractors and equipment suppliers to estimate the costs for making the proposed modifications.

✓ **Make Decisions and Set Priorities:** Review the summary with decision makers and advisors. Decide which solutions will best eliminate barriers at a reasonable cost. Prioritize the items you decide upon and make a timeline for carrying them out. Where the removal of barriers is not readily achievable, you must consider whether there are **alternative methods** for providing access that *are* readily achievable.

✓ **Maintain Documentation:** Keep your survey, notes, summary, record of work completed, and plans for alternative methods on file.

✓ **Make Changes:** Implement changes as planned. Always refer directly to the Standards and your state and local codes for complete technical requirements before making any access improvement. References to the applicable sections of the Standards are listed at the beginning of each group of questions. If you need help understanding the federal, state, or local requirements, contact your Disability and Business Technical Assistance Center.

✓ **Follow Up:** Review your Implementation Plan each year to re-evaluate whether more improvements have become readily achievable.

To obtain a copy of the Title III regulations and the Standards or other technical information, call the U.S. Dept. of Justice ADA Information Line at (800) 514-0301 Voice, (202) 514-0381 TDD, or (800) 514-0383 TDD. For questions about ADAAG, contact the Architectural and Transportation Barriers Compliance Board at (800) USA-ABLE.

Priority

# 1 Accessible Approach/Entrance

People with disabilities should be able to arrive on the site, approach the building, and enter as freely as everyone else. At least one route of travel should be safe and accessible for everyone, including people with disabilities.

## Route of Travel (ADAAG 4.3, 4.4, 4.5, 4.7)


Is there a route of travel that does not require the use of stairs?


Yes No

- Add a ramp if the route of travel is interrupted by stairs.
- Add an alternative route on level ground.


Is the route of travel stable, firm and slip-resistant?


- Repair uneven paving.
- Fill small bumps and breaks with beveled patches.
- Replace gravel with hard top.

 Is the route at least 36 inches wide?

  
 width

- Change or move landscaping, furnishings, or other features that narrow the route of travel.
- Widen route.

 Can all objects protruding into the circulation paths be detected by a person with a visual disability using a cane?

  
 distance from wall/  
 height


- Move or remove protruding objects.
- Add a cane-detectable base that extends to the ground.
- Place a cane-detectable object on the ground underneath as a warning barrier.


**In order to be detected** using a cane, an object must be within 27 inches of the ground. Objects hanging or mounted overhead must be higher than 80 inches to provide clear head room. It is not necessary to remove objects that protrude less than 4 inches from the wall.

Do curbs on the route have curb cuts at drives, parking, and drop-offs?

- Install curb cut.
- Add small ramp up to curb.

## Ramps (ADAAG 4.8)

 Are the slopes of ramps no greater than 1:12?

  
 slope

**Slope is given as a ratio of the height to the length.** 1:12 means for every 12 inches along the base of the ramp, the height increases one inch. For a 1:12 maximum slope, **at least** one foot of ramp length is needed for each inch of height.

- Lengthen ramp to decrease slope.
- Relocate ramp.
- If available space is limited, reconfigure ramp to include switchbacks.

## QUESTIONS


## POSSIBLE SOLUTIONS

### Ramps, continued

Do all ramps longer than 6 feet have railings on both sides?


Yes No

Add railings.

 Are railings sturdy, and between 34 and 38 inches high?

height

Adjust height of railing if not between 30 and 38 inches.  
 Secure handrails in fixtures.


 Is the width between railings or curbs at least 36 inches?

width

Relocate the railings.  
 Widen the ramp.


Are ramps non-slip?

Add non-slip surface material.

 Is there a 5-foot-long level landing at every 30-foot horizontal length of ramp, at the top and bottom of ramps and at switchbacks?

length


Remodel or relocate ramp.

 Does the ramp rise no more than 30 inches between landings?

rise

Remodel or relocate ramp.

### Parking and Drop-Off Areas (ADAAG 4.6)


 Are an adequate number of accessible parking spaces available (8 feet wide for car plus 5-foot access aisle)? For guidance in determining the appropriate number to designate, the table below gives the ADAAG requirements for new construction and alterations (for lots with more than 100 spaces, refer to ADAAG):

number of accessible spaces

Note widths of existing accessible spaces:

Total spaces	Accessible
1 to 25	1 space
26 to 50	2 spaces
51 to 75	3 spaces
76 to 100	4 spaces

Reconfigure a reasonable number of spaces by repainting stripes.

 Are 8-foot-wide spaces, with minimum 8-foot-wide access aisles, and 98 inches of vertical clearance, available for lift-equipped vans?

width/  
vertical clearance

Reconfigure to provide van-accessible space(s).

**At least one of every 8 accessible spaces must be van-accessible (with a minimum of one van-accessible space in all cases).**

## QUESTIONS

## POSSIBLE SOLUTIONS

### Parking and Drop-Off Areas, continued

Are the access aisles part of the accessible route to the accessible entrance?

Yes No

- Add curb ramps.
- Reconstruct sidewalk.

Are the accessible spaces closest to the accessible entrance?

- Reconfigure spaces.

Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?

- Add signs, placed so that they are not obstructed by cars.

Is there an enforcement procedure to ensure that accessible parking is used only by those who need it?

- Implement a policy to check periodically for violators and report them to the proper authorities.

### Entrance (ADAAG 4.13, 4.14, 4.5)

If there are stairs at the main entrance, is there also a ramp or lift, or is there an alternative accessible entrance?

- If it is not possible to make the main entrance accessible, create a dignified alternate accessible entrance. If parking is provided, make sure there is accessible parking near all accessible entrances.


**Do not use a service entrance as the accessible entrance** unless there is no other option.

Do all inaccessible entrances have signs indicating the location of the nearest accessible entrance?

- Install signs before inaccessible entrances so that people do not have to retrace the approach.


Can the alternate accessible entrance be used independently?

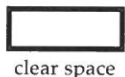
- Eliminate as much as possible the need for assistance—to answer a doorbell, to operate a lift, or to put down a temporary ramp, for example.

 Does the entrance door have at least 32 inches clear opening (for a double door, at least one 32-inch leaf)?



- Widen the door to 32 inches clear.
- If technically infeasible, widen to 31-3/8 inches minimum.
- Install offset (swing-clear) hinges.

 Is there at least 18 inches of clear wall space on the pull side of the door, next to the handle?



- Remove or relocate furnishings, partitions, or other obstructions.
- Move door.
- Add power-assisted or automatic door opener.


**A person using a wheelchair** or crutches needs this space to get close enough to open the door.



## QUESTIONS

## POSSIBLE SOLUTIONS


### Entrance, continued

 Is the threshold edge 1/4-inch high or less, or if beveled edge, no more than 3/4-inch high?

Yes No

height

- If there is a single step with a rise of 6 inches or less, add a short ramp.
- If there is a threshold greater than 3/4-inch high, remove it or modify it to be a ramp.


 If provided, are carpeting or mats a maximum of 1/2-inch high?

height

- Replace or remove mats.

Are edges securely installed to minimize tripping hazards?


- Secure carpeting or mats at edges.

 Is the door handle no higher than 48 inches and operable with a closed fist?

height

- Lower handle.
- Replace inaccessible knob with a lever or loop handle.
- Retrofit with an add-on lever extension.


**The "closed fist" test for handles and controls:** Try opening the door or operating the control using only one hand, held in a fist. If you can do it, so can a person who has limited use of his or her hands.

 Can doors be opened without too much force (exterior doors reserved; maximum is 5 lbf for interior doors)?

force

- Adjust the door closers and oil the hinges.
- Install power-assisted or automatic door openers.
- Install lighter doors.

**You can use an inexpensive force meter or a fish scale** to measure the force required to open a door. Attach the hook end to the doorknob or handle. Pull on the ring end until the door opens, and read off the amount of force required. If you do not have a force meter or a fish scale, you will need to judge subjectively whether the door is easy enough to open.

 If the door has a closer, does it take at least 3 seconds to close?

seconds

- Adjust door closer.

Priority

**2 Access to Goods and Services**

Ideally, the layout of the building should allow people with disabilities to obtain materials or services without assistance.

Yes No


**Horizontal Circulation (ADAAG 4.3)**


Does the accessible entrance provide direct access to the main floor, lobby, or elevator?

- Add ramps or lifts.
- Make another entrance accessible.


Are all public spaces on an accessible route of travel?


- Provide access to all public spaces along an accessible route of travel.

 Is the accessible route to all public spaces at least 36 inches wide?

  
 width


- Move furnishings such as tables, chairs, display racks, vending machines, and counters to make more room.

 Is there a 5-foot circle or a T-shaped space for a person using a wheelchair to reverse direction?

  
 width


- Rearrange furnishings, displays, and equipment.


**Doors (ADAAG 4.13)**

 Do doors into public spaces have at least a 32-inch clear opening?


  
 clear opening


- Install offset (swing-clear) hinges.
- Widen doors.

 On the pull side of doors, next to the handle, is there at least 18 inches of clear wall space so that a person using a wheelchair or crutches can get near to open the door?


  
 clear space


- Reverse the door swing if it is safe to do so.
- Move or remove obstructing partitions.

 Can doors be opened without too much force (5 lbf maximum for interior doors)?


  
 force


- Adjust or replace closers.
- Install lighter doors.
- Install power-assisted or automatic door openers.

 Are door handles 48 inches high or less and operable with a closed fist?

  
 height

- Lower handles.
- Replace inaccessible knobs or latches with lever or loop handles.
- Retrofit with add-on levers.
- Install power-assisted or automatic door openers.

 Are all threshold edges 1/4-inch high or less, or if beveled edge, no more than 3/4-inch high?

  
 height

- If there is a threshold greater than 3/4-inch high, remove it or modify it to be a ramp.
- If between 1/4- and 3/4-inch high, add bevels to both sides.

## QUESTIONS

## POSSIBLE SOLUTIONS

### Rooms and Spaces (ADAAG 4.2, 4.4, 4.5)

Are all aisles and pathways to materials and services at least 36 inches wide?

Yes No

width

Rearrange furnishings and fixtures to clear aisles.

Is there a 5-foot circle or T-shaped space for turning a wheelchair completely?

width

Rearrange furnishings to clear more room.

Is carpeting low-pile, tightly woven, and securely attached along edges?

Secure edges on all sides.  
 Replace carpeting.

In circulation paths through public areas, are all obstacles cane-detectable (located within 27 inches of the floor or higher than 80 inches, or protruding less than 4 inches from the wall)?

height/  
protrusion

Remove obstacles.  
 Install furnishings, planters, or other cane-detectable barriers underneath.

### Emergency Egress (ADAAG 4.28)

If emergency systems are provided, do they have both flashing lights and audible signals?

Install visible and audible alarms.  
 Provide portable devices.

### Signage for Goods and Services (ADAAG 4.30)

Different requirements apply to different types of signs.

If provided, do signs and room numbers designating permanent rooms and spaces where goods and services are provided comply with the appropriate requirements for such signage?

Provide signs that have raised letters, Grade II Braille, and that meet all other requirements for permanent room or space signage. (See ADAAG 4.1.3(16) and 4.30.)

- Signs mounted with centerline 60 inches from floor.

Y N

height

- Mounted on wall adjacent to latch side of door, or as close as possible.

- Raised characters, sized between 5/8 and 2 inches high, with high contrast (for room numbers, rest rooms, exits).

character  
height

- Brailled text of the same information.


- If pictogram is used, it must be accompanied by raised characters and braille.

## QUESTIONS

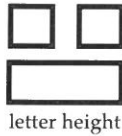
## POSSIBLE SOLUTIONS

### Directional and Informational Signage

The following questions apply to directional and informational signs that fall under Priority 2.

 If mounted above 80 inches, do they have letters at least 3 inches high, with high contrast, and non-glare finish?

Yes No




Review requirements and replace signs as needed, meeting the requirements for character size, contrast, and finish.

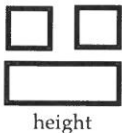
Do directional and informational signs comply with legibility requirements? (Building directories or temporary signs need not comply.)



Review requirements and replace signs as needed.

### Controls (ADAAG 4.27)

 Are all controls that are available for use by the public (including electrical, mechanical, cabinet, game, and self-service controls) located at an accessible height?



Relocate controls.


**Reach ranges:** The maximum height for a side reach is 54 inches; for a forward reach, 48 inches. The minimum reachable height is 15 inches for a front approach and 9 inches for a side approach.

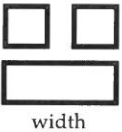
Are they operable with a closed fist?



Replace controls.

### Seats, Tables, and Counters (ADAAG 4.2, 4.32, 7.2)

 Are the aisles between fixed seating (other than assembly area seating) at least 36 inches wide?




Rearrange chairs or tables to provide 36-inch aisles.

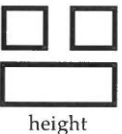
Are the spaces for wheelchair seating distributed throughout?



Rearrange tables to allow room for wheelchairs in seating areas throughout the area.


Remove some fixed seating.

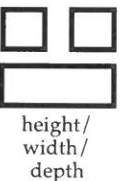
 Are the tops of tables or counters between 28 and 34 inches high?



Lower part or all of high surface.

Provide auxiliary table or counter.

 Are knee spaces at accessible tables at least 27 inches high, 30 inches wide, and 19 inches deep?




Replace or raise tables.

**QUESTIONS**

**POSSIBLE SOLUTIONS**


**Seats, Tables, and Counters, continued**

 At each type of cashier counter, is there a portion of the main counter that is no more than 36 inches high?

Yes No

height

- Provide a lower auxiliary counter or folding shelf.
- Arrange the counter and surrounding furnishings to create a space to hand items back and forth.

 Is there a portion of food-ordering counters that is no more than 36 inches high, or is there space at the side for passing items to customers who have difficulty reaching over a high counter?

height

- Lower section of counter.
- Arrange the counter and surrounding furnishings to create a space to pass items.

**Vertical Circulation (ADAAG 4.1.3(5), 4.3)**

Are there ramps, lifts, or elevators to all public levels?

- Install ramps or lifts.
- Modify a service elevator.
- Relocate goods or services to an accessible area.

On each level, if there are stairs between the entrance and /or elevator and essential public areas, is there an accessible alternate route?

- Post clear signs directing people along an accessible route to ramps, lifts, or elevators.

**Stairs (ADAAG 4.9)**

The following questions apply to stairs connecting levels *not* serviced by an elevator, ramp, or lift.

Do treads have a non-slip surface?

- Add non-slip surface to treads.


Do stairs have continuous rails on both sides, with extensions beyond the top and bottom stairs?

- Add or replace handrails if possible within existing floor plan.

**Elevators (ADAAG 4.10)**

Are there both visible and verbal or audible door opening/closing and floor indicators (one tone = up, two tones = down)?

- Install visible and verbal or audible signals.

 Are the call buttons in the hallway no higher than 42 inches?

height

- Lower call buttons.
- Provide a permanently attached reach stick.

Do the controls inside the cab have raised and braille lettering?

- Install raised lettering and braille next to buttons.

**QUESTIONS**

**POSSIBLE SOLUTIONS**

**Elevators, continued**

Is there a sign on both door jambs at every floor identifying the floor in raised and braille letters?

Yes No

Install tactile signs to identify floor numbers, at a height of 60 inches from floor.

If an emergency intercom is provided, is it usable without voice communication?

Modify communication system.


Is the emergency intercom identified by braille and raised letters?

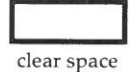
Add tactile identification.

**Lifts (ADAAG 4.2, 4.11)**


Can the lift be used without assistance? If not, is a call button provided?

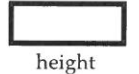
At each stopping level, post clear instructions for use of the lift.  
 Provide a call button.

 Is there at least 30 by 48 inches of clear space for a person in a wheelchair to approach to reach the controls and use the lift?

  
 clear space

Rearrange furnishings and equipment to clear more space.

 Are controls between 15 and 48 inches high (up to 54 inches if a side approach is possible)?

  
 height

Move controls.

**Priority**

**3 Usability of Rest Rooms**

When rest rooms are open to the public, they should be accessible to people with disabilities.

**Getting to the Rest Rooms (ADAAG 4.1)**

If rest rooms are available to the public, is at least one rest room (either one for each sex, or unisex) fully accessible?

Reconfigure rest room.  
 Combine rest rooms to create one unisex accessible rest room.

Are there signs at inaccessible rest rooms that give directions to accessible ones?

Install accessible signs.

**Doorways and Passages (ADAAG 4.2, 4.13, 4.30)**

Is there tactile signage identifying rest rooms?

Add accessible signage, placed to the side of the door, 60 inches to centerline (not on the door itself).

**Mount signs on the wall**, on the latch side of the door, complying with the requirements for permanent signage. Avoid using ambiguous symbols in place of text to identify rest rooms.

**QUESTIONS**


**POSSIBLE SOLUTIONS**


**Doorways and Passages, continued**

Are pictograms or symbols used to identify rest rooms, and, if used, are raised characters and braille included below them?


Yes No


- If symbols are used, add supplementary verbal signage with raised characters and braille below pictogram symbol.

 Is the doorway at least 32 inches clear?


  
 clear width


- Install offset (swing-clear) hinges.
- Widen the doorway.

 Are doors equipped with accessible handles (operable with a closed fist), 48 inches high or less?


  
 height


- Lower handles.
- Replace knobs or latches with lever or loop handles.
- Add lever extensions.
- Install power-assisted or automatic door openers.

 Can doors be opened easily (5 lbf maximum force)?

  
 force


- Adjust or replace closers.
- Install lighter doors.
- Install power-assisted or automatic door openers.


 Does the entry configuration provide adequate maneuvering space for a person using a wheelchair?

  
 clear width

- Rearrange furnishings such as chairs and trash cans.
- Remove inner door if there is a vestibule with two doors.
- Move or remove obstructing partitions.

A person in a wheelchair needs 36 inches of clear width for forward movement, and a 5-foot diameter or T-shaped clear space to make turns. A minimum distance of 48 inches clear of the door swing is needed between the two doors of an entry vestibule.

 Is there a 36-inch-wide path to all fixtures?


  
 width


- Remove obstructions.

**Stalls (ADAAG 4.17)**

Is the stall door operable with a closed fist, inside and out?

- Replace inaccessible knobs with lever or loop handles.
- Add lever extensions.

 Is there a wheelchair-accessible stall that has an area of at least 5 feet by 5 feet, clear of the door swing, OR is there a stall that is less accessible but that provides greater access than a typical stall (either 36 by 69 inches or 48 by 69 inches)?

  
 length/  
width

- Move or remove partitions.
- Reverse the door swing if it is safe to do so.


QUESTIONS	POSSIBLE SOLUTIONS																																							
<p><b>Stalls, continued</b></p> <p>In the accessible stall, are there grab bars behind and on the side wall nearest to the toilet?</p> <p> Is the toilet seat 17 to 19 inches high?</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 10%;"><b>Yes</b></td> <td style="text-align: center; width: 10%;"><b>No</b></td> <td style="width: 80%;"></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Add grab bars.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Add raised seat.</td> </tr> </table>	<b>Yes</b>	<b>No</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Add grab bars.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Add raised seat.																														
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<p><b>Lavatories (ADAAG 4.19, 4.24)</b></p> <p> Does one lavatory have a 30-inch-wide by 48-inch-deep clear space in front?</p> <p style="padding-left: 40px;"><b>A maximum of 19 inches of the required depth may be under the lavatory.</b></p> <p> Is the lavatory rim no higher than 34 inches?</p> <p> Is there at least 29 inches from the floor to the bottom of the lavatory apron (excluding pipes)?</p> <p>Can the faucet be operated with one closed fist?</p> <p>Are soap and other dispensers and hand dryers within reach ranges (see page 7) and usable with one closed fist?</p> <p> Is the mirror mounted with the bottom edge of the reflecting surface 40 inches high or lower?</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 10%;"><b>Yes</b></td> <td style="text-align: center; width: 10%;"><b>No</b></td> <td style="width: 80%;"></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Rearrange furnishings.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Replace lavatory.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Remove or alter cabinetry to provide space underneath.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Make sure hot pipes are covered.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Move a partition or wall.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Adjust or replace lavatory.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Adjust or replace lavatory.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Replace with paddle handles.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Lower dispensers.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Replace with or provide additional accessible dispensers.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Lower or tilt down the mirror.</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Add a larger mirror anywhere in the room.</td> </tr> </table>	<b>Yes</b>	<b>No</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rearrange furnishings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Replace lavatory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Remove or alter cabinetry to provide space underneath.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Make sure hot pipes are covered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Move a partition or wall.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Adjust or replace lavatory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Adjust or replace lavatory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Replace with paddle handles.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Lower dispensers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Replace with or provide additional accessible dispensers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Lower or tilt down the mirror.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Add a larger mirror anywhere in the room.
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Lower or tilt down the mirror.																																						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Add a larger mirror anywhere in the room.																																						
<p><b>Priority 4 Additional Access</b></p> <p><i>Note that this priority is for items not required for basic access in the first three priorities.</i></p> <p>When amenities such as drinking fountains and public telephones are provided, they should also be accessible to people with disabilities.</p> <p><b>Drinking Fountains (ADAAG 4.15)</b></p> <p> Is there at least one fountain with clear floor space of at least 30 by 48 inches in front?</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 10%;"><b>Yes</b></td> <td style="text-align: center; width: 10%;"><b>No</b></td> <td style="width: 80%;"></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><input type="checkbox"/> Clear more room by rearranging or removing furnishings.</td> </tr> </table>	<b>Yes</b>	<b>No</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Clear more room by rearranging or removing furnishings.																																	
<b>Yes</b>	<b>No</b>																																							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Clear more room by rearranging or removing furnishings.																																						




**QUESTIONS**


**POSSIBLE SOLUTIONS**


**Drinking Fountains, continued**

 Is there one fountain with its spout no higher than 36 inches from the ground, and another with a standard height spout (or a single "hi-lo" fountain)?

Yes No  
   
  
 height


Are controls mounted on the front or on the side near the front edge, and operable with one closed fist?


 Is each water fountain cane-detectable (located within 27 inches of the floor or protruding into the circulation space less than 4 inches from the wall)?


  
 height/  
 protrusion

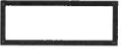
- Provide cup dispensers for fountains with spouts that are too high.
- Provide accessible cooler.
- Replace the controls.
- Place a planter or other cane-detectable barrier on each side at floor level.


**Telephones (ADAAG 4.31)**


 If pay or public use phones are provided, is there clear floor space of at least 30 by 48 inches in front of at least one?

  
 clear space

 Is the highest operable part of the phone no higher than 48 inches (up to 54 inches if a side approach is possible)?

  
 height

 Does the phone protrude no more than 4 inches into the circulation space?

  
 protrusion

Does the phone have push-button controls?

Is the phone hearing-aid compatible?

Is the phone adapted with volume control?

Is the phone with volume control identified with appropriate signage?

If there are four or more public phones in the building, is one of the phones equipped with a text telephone (TT or TDD)?

Is the location of the text telephone identified by accessible signage bearing the International TDD Symbol?

- Move furnishings.
- Replace booth with open station.
- Lower telephone.
- Place a cane-detectable barrier on each side at floor level.
- Contact phone company to install push-buttons.
- Have phone replaced with a hearing-aid compatible one.
- Have volume control added.
- Add signage.
- Install a text telephone.
- Have a portable TT available.
- Provide a shelf and outlet next to phone.
- Add signage.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 2/5/2024  
**Agenda Item:** Confluence Design Proposal  
**Department:** Administration  
**Requested By:** Todd Pangle  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** \$30,900.00  
**Funding Source if Not in Budget** General

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

Professional service proposal for design services as a part of our upcoming Branding Project. The outcome of this project is intended to provide the city with a refreshed logo, a brand style and communication document layouts. The brand style will provide the city with a common color palette, typefaces and usage rules for such. The communication document layout will provide a common theme across all city departments that can be used on items such as stationary, email signatures, Powerpoint presentations, city apparel and fleet graphics.



**CITY OF DALTON, GA**  
**BRANDING - DESIGN CONSULTING**

**DECEMBER 5, 2023**

DEFINE WHAT YOUR  
BRAND STANDS FOR;  
ITS CORE VALUES AND  
TONE OF VOICE –  
THEN COMMUNICATE  
ONLY IN THOSE  
TERMS.

December 5, 2023

P. Andrew Parker, P.E.  
City Administrator  
City of Dalton, GA  
PO Box 1205  
300 W. Waugh Street  
Dalton, GA 30722

RE: City of Dalton, GA – Branding Design Services

Mr. Parker,

Confluence is pleased to submit the following proposal for design services for the City of Dalton, GA Branding. This proposal will itemize design services relative to brand items that can be implemented across city communications documents, website, fleet graphics, merchandise, apparel, etc. Following is the outlined service list proposal with attached fees.

## I. Understanding

**Brand Status + Brief:** While there is awareness of the City of Dalton the current brand does not strongly promote a sense of what the city is or what it has to offer. The existing brandmark is a highly literal interpretation of the industry connected to the city, but not the city itself. Further, there are various ancillary agencies with varying brand styles none of which align toward a larger group harmony. All these agencies support one place, yet they all feel very different.

The charge is to develop a brandmark that clearly reflects the culture of City of Dalton and encourages a more aligned vision between the varying disciplines allowing for a more united brand message.

**Brand Plan:** Our charge is to develop an overall brandmark with a focus on reflecting a broader vision of what the City of Dalton is. We will develop a visual approach to the brand and establish guidelines for brand application. This brand plan will include analysis of existing information, identification of communication objectives and development of graphic direction for all items associated with the brand. Last, we will apply the brand to key communication items arming the City of Dalton with base communication tools.

### **Results/Presentation of strategies:**

The branding will be presented in the context of different applications to represent the design as it could appear in context of typical collateral/communications. These mockups will enable a clear visualization of how the proposed branding design will work in real-life situations. At this stage, we will not be designing the actual collateral, but demonstrating how the brand would work in the context of collateral.

The long-term success of a brand can only be assured when an on-going program that incorporates strong brand principles is developed and consistently applied. Consistency is paramount to successful branding.

Following is a list of deliverables as an outcome from this design effort. For the items outlined below, Confluence will follow the scope of services outlined in section II:

#### Task 1 – Brandmarks

##### Logo artwork

- City of Dalton lockup
- City of Dalton Departmental lockup (typical)

#### Task 2 – Brand style guide

##### Style guide providing branding standards including specifications of:

- Explanation of Brandmark
- Departmental lockups
- Color (PMS, CMYK, RGB)
- Typefaces
- Usage Rules
- Brand Assets

#### Task 3 – Communication Documents

##### Layout of base communication tools including:

- Stationery Suite (Letterhead, 2<sup>nd</sup> Sheet, Business Card, #10 Envelope)
- City Notecard
- Email Signature (Standard lockup)
- Powerpoint Template
- City Apparel (i.e. Embroidered Shirt) – typical
- Fleet Graphics / City Vehicle (i.e. Public Works Truck) – typical

## II. Scope of Service

### Design Process Summary

- Confluence will conduct two (2) “Discovery | Brand Definition” workshops to gain insight into the culture, history, voice of the City of Dalton. We will discuss goals & objectives, gather information with an ultimate goal to “define” the brand.
- Confluence will provide three (3) concepts (loose hand-sketches/rough type studies/comps) as needed to communicate ideas of which one (1) may be selected for development. This scope of work includes three (3) rounds of development to the selected concept.
- This will be a collaborative design process with Confluence and the City of Dalton team and clear decision making is critical to a timely and successful project.
- Confluence will review concepts with City of Dalton team via five (5) design development meetings. (3 on site and 2 remote)
- Confluence will provide developmental drawings (computer generated images) for presentation of design direction and execution within the contextual framework of example retouched imagery).

### Design Scope Outline

- **Phase One: Discovery | Brand Definition**
  - On site Discovery Worksession #1 to establish specific goals, discuss facets of the city, usage needs, etc.
    - o (Meeting #1)
  - On site Discovery Worksession #2 to review initial meeting summary, and discuss additional elements relative to city and discuss brand voice, operational resources, outside agencies, etc.
    - o (Meeting #2)

- **Phase Two: Design**

#### Concept Design

- Development of three (3) high level conceptual landmark options
- Review concept package options with City of Dalton “COD” and obtain comments/directives
  - o (Meeting #3)
  - ***Owner to select one (1) conceptual option to proceed to design development***

#### Design Development

- Development to one (1) selected design option including hardlining concept in vector line format exploring more detail relative to lockup, typestyles, colors, etc. Showcase design in context via various application examples.
- Review developed concept and obtain comments/directives with COD
  - (Meeting #4 – via GoToMtg)
- Development Round #2 based on comments received
  - (Base comments on color, typestyles, etc.)
- Review developed concept and obtain comments/directives with COD

- (Meeting #5 – via GoToMtg)
  - Development Round #3 based on comments received and development of final approach
  - Review final development with COD
    - (Detailed comments for final adjustments)
    - Deliver final pdf of brandmarks for final approval/adoption by COD
- **Phase Three: Brand Style-guide / Brand Application / Artwork Preparation**
- **A: Brand Guidelines:** Assemble brand guidelines document (pdf) outlining basic usage notes and specifications including color, typefaces, patterns, clear space requirements, do's and do-not's, etc. as necessary for typical user reference
  - **B: Communication Documents:** Final design and layout for items listed under Heading I-Task 3.
  - **C: Live Artwork/Templates:** Assemble live document templates for city use for communication documents listed under Heading I-Task 3. Prepare master artwork files for delivery to COD for ongoing usage. Electronic files for delivery including native vector-based files (.ai) as well as placement raster files (.jpg/.tif)

### III. Compensation

Design fee for design services listed below is payable to **Confluence Enterprises, LLC** and will be billed percentage complete per month as follows:

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#### DESIGN TASK & FEE ITEMIZATION

Ph. 1 - Discovery	\$5,500.00
Ph. 2 - Design	\$9,500.00
Ph. 3 – A: Style-Guide	\$6,500.00
Ph. 3 – B: Communication Documents	\$4,000.00
Ph. 3 – C: Live Artwork-Templates	\$4,500.00
Reimbursables (3%)	\$900.00

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**Design Total** **\$30,900.00**

Out of pocket reimbursable expenses are included as noted. Reimbursables include any necessary out-of-pocket expenses primarily related to local travel mileage and parking but may include but not limited to: mock-ups, materials and supplies, copies/fax, prints, mock-up materials, in-house comp scans, typography, printing, long distance travel or any other incidental expenses incurred in connection with project responsibilities. Any reimbursable expenses over the value noted above must be approved in writing by owner of this agreement. Reimbursables are based on meeting schedule noted. Any change to meeting schedule could impact reimbursable value.



**Assumptions + Notes:**

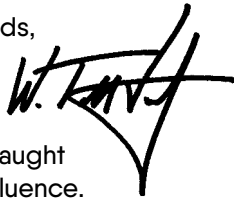
- Substantial deviation from the scope outlined in this agreement may require additional service fees.
- This agreement assumes owner will integrate new design formats into workflow (i.e. scope does not include setup/integration of email signatures for each city employee. It is assumed the owner's IT department will apply developed standards/layouts).
- This scope includes design services only. Scope does not include solicitation, production oversight, delivery coordination, etc. for any goods.
- This contract may be terminated by either party upon written notice. Confluence will be compensated for all work performed and/or reimbursable expenses incurred prior to receipt of written notice of termination. In the event of termination, ownership of all copyrights and the original artwork shall be retained by Confluence Design Consulting until receipt of payment in full of the fees earned prior to termination. Upon payment of all accrued fees, ownership of all copyrights and original artwork shall transfer to the City of Dalton.
- This does not include actual costs for production of goods, stationery, website hosting fees, stock imagery, etc. No third party costs are included in this agreement.
- This project does not include redesign of ancillary agency brandmarks (i.e. Dalton Chamber of Commerce, Dalton Convention & Visitor's Bureau, etc.).
- Stock imagery purchase costs and/or photoshoot direction is not included.
- Additional meetings requested by the owner in addition to what is outlined in the scope above may require additional service fees.

Invoices are due and payable 30 days from date of invoice.

**IV. Acceptance**

Execution and return of the enclosed copy of this proposal for design services shall constitute acceptance by Client of the terms outlined herein. I look forward to working with you on this project.

Best regards,



W. Todd Vaught  
Dba/Confluence.

Accepted and Approved for City of Dalton, GA by:

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
Printed Name & Title



THANK YOU





## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	2-5-24
<b>Agenda Item:</b>	Engagement Letter
<b>Department:</b>	Finance
<b>Requested By:</b>	Cindy Jackson
<b>Reviewed/Approved by City Attorney?</b>	NA
<b>Cost:</b>	\$3,750
<b>Funding Source if Not in Budget</b>	Budgeted in Building Authority Fund

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

---

Ratify engagement with The Arbitrage Group, Inc. to perform rebate calculation in regard to Dalton Building Authority Revenue Bonds Issue 2021 and 2022 as a part of Post-Issuance Compliance due diligence.



# The Arbitrage Group, Inc.

PO Box 82  
Hudson, Wisconsin 54016

Telephone 715 386 8044

[www.thearbitragegroup.com](http://www.thearbitragegroup.com)

January 24, 2024

Cindy Jackson  
Chief Financial Officer  
City of Dalton  
300 West Waugh Street  
Dalton, GA 30720

Dear Ms. Jackson:

We are pleased to submit this engagement letter, which describes the assistance we will provide to the City of Dalton, Georgia as engaging party on behalf of the Dalton Building Authority (collectively, the "Borrower") regarding the calculation of arbitrage earnings for each Bond Series as detailed in Attachment A to this letter (the "Bonds"). This letter provides our understanding of the needs of the Borrower, lists the information that is to be provided to The Arbitrage Group, Inc. ("The Group") to compute the arbitrage earnings amount, and describes the procedures to be performed.

The Borrower needs to determine the arbitrage earnings amount for the Bonds for the periods as detailed in Attachment A, (each referred to individually as, the "Computation Period"). The arbitrage earnings amount is the difference between:

- a. The actual earnings on nonpurpose investments purchased with gross proceeds of the Bonds during the Computation Period, and
- b. The earnings which would have been earned during the Computation Period on nonpurpose investments if such investments had been invested at a rate equal to the yield on the Bonds.

The Borrower will be responsible for providing The Group with the applicable documentation required to calculate the arbitrage earnings amount. This documentation includes:

- i. IRS Forms 8038 and Tax Agreements (received);
- ii. Official Statement ("OS") (Series 2021 received) and Specimen Bond (Series 2022); and
- iv. Bank statements for the Construction Funds (received).

Utilizing the information provided above, the following procedures will be applied by The Group:

- (1) Review the documents associated with the issuance of the Bonds to identify key characteristics of the Bonds and the related arbitrage requirements, including that: (i) the Bonds (as detailed in Attachment A) are each separate issues for tax purposes, subject to the rebate requirements; (ii) there are no transferred proceeds of the Bonds; (iii) the yield is fixed rate without qualified guarantees or qualified hedge amounts; (iv) there are no invested reserve or similar pledged funds constituting replacement proceeds; (v) issuance cost fund amounts (if not provided) will be assumed allocated at or shortly after closing without being invested beforehand; and (vi) all bank-held funds were uncommingled;
- (2) Review the bank statements and determine that all bank statements related to the Computation Period have been provided and Borrower-provided or authorized information and representations;



The Arbitrage Group, Inc.

City of Dalton, Georgia  
Cindy Jackson, Chief Financial Officer  
January 24, 2024  
Page 2

- (3) Calculate the bond yields from the OS and Specimen Bond for use in updating these calculations;
- (4) Assemble schedules of investment activity for each fund/account subject to the arbitrage rebate requirements and calculate the arbitrage earnings amount for the Computation Period (with respect to the Bond Fund(s) assume such fund(s) operated as an excludable bona fide debt service fund);
- (5) Prepare a draft report of our findings which will include a summary of the information and computational assumptions affecting the calculations;
- (6) Submit our draft report to the Borrower for review and approval; and,
- (7) Complete quality reviews of the report and the supporting documentation and issue our report to the Borrower along with IRS Form 8038-T if applicable and tailored instructions.

The successful completion of this overall engagement will require close coordination between the personnel resources of the Borrower and The Group. Accordingly, we will assign a Project Director for this engagement to coordinate engagement activities and we would like the Borrower to do the same. We will have no obligation to update our reports or to check any revised calculations because of events and transactions occurring subsequent to the date of our reports.

Our reports are to be issued solely for your information and assistance and are not to be quoted or referred to in other documents without our prior written consent. It is assumed that all of the appropriate documentation is available in a concise, organized, and complete manner, and that we will have access to the individuals responsible for the investment portfolio. Based on these assumptions, we estimate the fees to be as detailed in Attachment B for the defined Computation Periods. These fees would include any out-of-pocket expense incurred by us.

We look forward to working with you on this project. If you have any comments or questions regarding this engagement, please do not hesitate to call me at (715) 386-8044. To signify your acceptance of the arrangements described in this letter, please return a signed copy of this letter.

Very truly yours,  
The Arbitrage Group, Inc.

Gregory A. Ichel, Principal

Accepted by: City of Dalton, Georgia - as engaging party

By: Cindy Jackson

Title: CFO

Date: 1-24-24



## ATTACHMENT A

### *Bonds*

*(to which this engagement letter applies)*

- (1) \$18,360,000 The Dalton Building Authority, Revenue Bonds (City of Dalton Projects), Series 2021 for the period from April 20, 2021 to November 30, 2023 ("2021 Bonds"); and
- (2) \$15,930,000 The City of Dalton Building Authority, Revenue Bond (Dalton School System Project), Series 2022 for the period from September 13, 2022 to November 30, 2023 ("2022 Bonds").



## ATTACHMENT B

### *Fees* *(per Bond Issue basis)*

As discussed, fees will be not to exceed fees inclusive of all expenses and cover subsequent discussions on the reports, which will cover the Computation Periods as noted in Attachment A for each bond issue. Fees are also all inclusive of expenses and cover any required filing preparation of IRS Form 8038-T (if necessary), including interest calculation and waiver letters (as applicable).

<u>Bond Issue</u>	<u>Not To Exceed Fees</u>
2021 Bonds	\$2,750*
2022 Bonds	1,000

\* Includes the required separate cumulative arbitrage report on the 2010 refunded bonds to the 4/20/21 Final IRS computation date.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** Feb 5, 2024

**Agenda Item:** Supplemental funding agreement with GDOT for Ramp Rehab at Airport

**Department:** Airport

**Requested By:** Andrew Wiersma

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$0

**Funding Source if Not in Budget** N/A

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

Original GDOT contract was executed on March 27, 2023. During construction, soils were found to be much poorer than originally anticipated by the geotechnical exploration and subsequent project design. Significant undercutting of bad soils was required. Additional Federal grants were available to help cover the cost of the added work items. No local share required.



SUPPLEMENTAL AGREEMENT #1

BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CITY OF DALTON

Project Number: AP023-9067-44(313) WHITFIELD  
PID – T007894

This agreement is made and entered into on \_\_\_\_\_, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and the CITY OF DALTON, hereinafter called the "SPONSOR".

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on March 27, 2023, entered into an Agreement, hereinafter called the "ORIGINAL CONTRACT", whereby the DEPARTMENT agreed to participate in the SPONSOR'S desire for the construction of certain work at the Dalton Municipal Airport; more specifically, to rehabilitate apron, phase 2; design runway and taxiway pavement/electrical rehabilitation; and design obstruction removal at the Dalton Municipal Airport in Dalton, GA, (the "Project"); and

WHEREAS, the DEPARTMENT has determined that modification line items and funds are needed for completion of the PROJECT. This will provide the ability to carry out the full scope of work as identified in the Exhibit A-Revised January 19, 2024. This Supplemental Agreement will increase the budget; and

NOW THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each other to the other, the ORIGINAL CONTRACT dated, March 27, 2023, is hereby modified as follows:

- I. Section 4, Compensation – delete sections 4.1, 4.2 and 4.2.1 in its entirety and the following is substituted in lieu thereof:

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is TWO MILLION FOUR HUNDRED SIXTY-NINE THOUSAND SEVENTY-NINE and 60/100 Dollars (\$2,469,079.60). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is TWO MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND FOUR HUNDRED NINETY-TWO and 58/100 Dollars (\$2,457,492.58). This amount may be comprised of a combination of the following AIP and or AIG funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is TWO MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND FOUR HUNDRED NINETY-TWO and 58/100 Dollars (\$2,457,492.58) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount THIRTEEN THOUSAND ONE HUNDRED SIXTY-SIX and 31/100 Dollars (\$13,166.31) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of TWO MILLION FOUR HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED TWENTY-SIX and 27/100 Dollars (\$2,444,326.27) for the Project as summarized in Exhibit A.

3. It is further understood the SPONSOR'S local share of the project is in the amount of ELEVEN THOUSAND FIVE HUNDRED EIGHTY-SEVEN and 02/100 Dollars (\$11,587.02).

II. The Exhibit A is hereby deleted in its entirety and a new Exhibit A attached hereto, is substituted in lieu thereof.

Except as modified, changed, or amended, all the terms and conditions of the Original contract dated, March 27, 2023, as amended by the Supplemental Agreement shall remain in full force and effect. The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS THEREOF said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF  
TRANSPORTATION:

CITY OF DALTON:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
COMMISSIONER (SEAL)

\_\_\_\_\_  
MAYOR (SEAL)

ATTEST: \_\_\_\_\_  
TREASURER

\_\_\_\_\_  
PRINTED NAME

Federal Employment Identification

Number: 58-6000557

**DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

DRAFT SUPPLEMENTAL AGREEMENT #1

**EXHIBIT A**

**SUMMARY OF CONSTRUCTION ITEMS**

GDOT PROJECT NUMBER: AP023-9067-44(313) Whitfield  
PID-T007894

**REHABILITATE APRON PHASE 2; DESIGN RUNWAY AND TAXIWAY PAVEMENT/ELECTRICAL REHABILITATION; AND DESIGN OBSTRUCTION REMOVAL**

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
<b>Part 1 Federal Funds FY23 - SBGP-057-2023</b>								<b>22177</b>		
<b>Rehabilitate Apron Phase 2</b>										
1	C-105	Mobilization	LS	65900	\$1.00	\$65,900.00	100%	\$65,900.00	0%	\$0.00
2	C-102-5.1a	Construction Entrance/Exit, including installation, maintenance and removal	EA	4300	\$1.00	\$4,300.00	100%	\$4,300.00	0%	\$0.00
3	C-102-5.1b	Silt Fence Non-Sensitive, including installation, maintenance and removal	LF	500	\$18.00	\$9,000.00	100%	\$9,000.00	0%	\$0.00
4	C-102-5.1c	Inlet Sediment Trap, including installation, maintenance and removal	EA	5	\$500.00	\$2,500.00	100%	\$2,500.00	0%	\$0.00
5	T-901-5.1	Temporary Seeding	AC	0.25	\$2,500.00	\$625.00	100%	\$625.00	0%	\$0.00
6	T-901-5.2	Permanent Seeding	AC	0.25	\$10,500.00	\$2,625.00	100%	\$2,625.00	0%	\$0.00
7	T-908-5.1	Mulching	AC	0.25	\$350.00	\$87.50	100%	\$87.50	0%	\$0.00
8	P-101-5.1	Pavement Removal (Incl Agg Base)	SY	14200	\$20.00	\$284,000.00	100%	\$284,000.00	0%	\$0.00
9	P-101-5.6	Transitional Milling, 0-2"	SY	600	\$18.00	\$10,800.00	100%	\$10,800.00	0%	\$0.00
10a	P-152-4.1	Unclassified Excavation	CY	2,664.0523	\$94.00	\$250,420.92	100%	\$250,420.92	0%	\$0.00
11	G-430	6" Reinforced Concrete Paving (Incl Steel)	SY	600	\$80.00	\$48,000.00	100%	\$48,000.00	0%	\$0.00
12	G-441	24" Concrete Curb and Gutter	LF	145	\$35.00	\$5,075.00	100%	\$5,075.00	0%	\$0.00
13	G-441	6" Concrete Header Curb	LF	110	\$40.00	\$4,400.00	100%	\$4,400.00	0%	\$0.00
14	G-310	Graded Aggregate Base Course, 4" - including material	SY	13850	\$14.00	\$193,900.00	100%	\$193,900.00	0%	\$0.00
15	G-310	Graded Aggregate Base Course, 6" - including material	SY	600	\$40.00	\$24,000.00	100%	\$24,000.00	0%	\$0.00
16	P-220-6.2	Soil-Cement Stabilized Base 8"	SY	14300	\$10.00	\$143,000.00	100%	\$143,000.00	0%	\$0.00
17	P-220-6.2	Cement	TON	490	\$210.00	\$102,900.00	100%	\$102,900.00	0%	\$0.00
18	G-402	Recycled Asphaltic Concrete 19 mm Superpave including Bituminous Material and Hydrated Lime - 2"	TON	1600	\$110.00	\$176,000.00	100%	\$176,000.00	0%	\$0.00
19	G-402	Recycled Asphaltic Concrete 12.5 mm Superpave including Bituminous Material and Hydrated Lime - 2"	TON	1525	\$130.00	\$198,250.00	100%	\$198,250.00	0%	\$0.00
20	P-602-5.1	Emulsified Asphalt Prime Coat	GAL	6200	\$4.00	\$24,800.00	100%	\$24,800.00	0%	\$0.00
21	P-603-5.1	Bituminous Tack Coat	GAL	870	\$0.01	\$8.70	100%	\$8.70	0%	\$0.00
22	P-620-5.1a	Removal of Existing Striping by Water Blasting	SF	850	\$6.10	\$5,185.00	100%	\$5,185.00	0%	\$0.00
23	P-620-5.1b	Taxiway Marking, Type III, Yellow, including Reflective Media (Type III, Gradation A) and Microbicide	SF	2300	\$1.90	\$4,370.00	100%	\$4,370.00	0%	\$0.00
24	P-620-5.1c	Temporary Taxiway Marking	SF	2300	\$1.90	\$4,370.00	100%	\$4,370.00	0%	\$0.00
25	P-620-5.1d	Taxiway Marking, Type III, Green, including Microbicide	SF	5600	\$1.60	\$8,960.00	100%	\$8,960.00	0%	\$0.00
26	C-101-5.1	Aircraft Tie-downs, (Incl. 3 anchors, foundations, ropes, striping, etc.)	EA	2	\$2,300.00	\$4,600.00	100%	\$4,600.00	0%	\$0.00
27	D-751-5.1	GDOT STD 1019A Drop Inlet - 72" Dia	EA	2	\$8,000.00	\$16,000.00	100%	\$16,000.00	0%	\$0.00
28	D-751-5.2	Raised Weir Inlet - 72" Dia	EA	1	\$12,000.00	\$12,000.00	100%	\$12,000.00	0%	\$0.00

DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA

DRAFT SUPPLEMENTAL AGREEMENT #1

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP023-9067-44(313) Whitfield  
PID-T007894

REHABILITATE APRON PHASE 2; DESIGN RUNWAY AND TAXIWAY PAVEMENT/ELECTRICAL REHABILITATION; AND DESIGN OBSTRUCTION REMOVAL

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
29	D-751-5.3	GDOT STD 1011A Junction Box - 72" Dia	EA	1	\$12,000.00	\$12,000.00	100%	\$12,000.00	0%	\$0.00
30	G-600	Flowable Fill (30" CMP Abandonment)	CY	7	\$500.00	\$3,500.00	100%	\$3,500.00	0%	\$0.00
31	G-682	Remove and Replace Existing Induction Loop at Access Gate (including testing)	EA	1	\$10,000.00	\$10,000.00	100%	\$10,000.00	0%	\$0.00
32	D-701-5.1	30" RCP, Class III	LF	363	\$215.00	\$78,045.00	100%	\$78,045.00	0%	\$0.00
33	P-101-5.2	Removal of Existing 30" CMP (incl disposal)	LF	312	\$38.00	\$11,856.00	100%	\$11,856.00	0%	\$0.00
34	FAA	Construction Administration Services	EA	24682	\$1.00	\$24,682.00	100%	\$24,682.00	0%	\$0.00
35	FAA	Construction Inspection Services	EA	52617	\$1.00	\$52,617.00	100%	\$52,617.00	0%	\$0.00
36	FAA	Construction Materials Testing	EA	21134.14	\$1.00	\$21,134.14	100%	\$21,134.14	0%	\$0.00
37	P-152-4.1	#3 Stone Backfill	CY	3966.68	\$88.28	\$350,178.66	100%	\$350,178.66	0%	\$0.00
<b>Design Apron</b>										
38	FAA	Project Formulation	EA	6739	\$1.00	\$6,739.00	100%	\$6,739.00	0%	\$0.00
39	FAA	Survey Work	EA	6562	\$1.00	\$6,562.00	100%	\$6,562.00	0%	\$0.00
40	FAA	Geotechnical Investigation	EA	14389	\$1.00	\$14,389.00	100%	\$14,389.00	0%	\$0.00
41	FAA	Construction Plans	EA	29670	\$1.00	\$29,670.00	100%	\$29,670.00	0%	\$0.00
42	FAA	Contract Documents	EA	6540	\$1.00	\$6,540.00	100%	\$6,540.00	0%	\$0.00
43	FAA	Engineers/Design Report	EA	4486	\$1.00	\$4,486.00	100%	\$4,486.00	0%	\$0.00
44	FAA	Coordination, Review and Comments	EA	4015	\$1.00	\$4,015.00	100%	\$4,015.00	0%	\$0.00
45	FAA	Bid Services	EA	7482	\$1.00	\$7,482.00	100%	\$7,482.00	0%	\$0.00
<b>Total Part 1 Federal Funds FY23</b>						<b>\$2,249,972.92</b>		<b>\$2,249,972.92</b>		<b>\$0.00</b>
<b>Part 2 Federal Funds FY21 - SGBP-038-2021</b>										
<b>Design Runway &amp; Taxiway Pavement/Electrical Rehab</b>										
46	Element 1	Project Formulation	EA	16858	\$1.00	\$16,858.00	90%	\$15,172.20	5%	\$842.90
47	Element 2	Survey Work	EA	24233	\$1.00	\$24,233.00	90%	\$21,809.70	5%	\$1,211.65
48a	Element 3	Geotechnical Investigation	EA	8190.50	\$1.00	\$8,190.50	90%	\$7,371.45	5%	\$409.53
10b	P-152-4.1	Unclassified Excavation	CY	0.00	\$94.00	\$0.00	90%	\$0.00	5%	\$0.00
<b>Total Part 2 Federal Funds FY21</b>						<b>\$49,281.50</b>		<b>\$44,353.35</b>		<b>\$2,464.08</b>
<b>Part 3 Federal Funds FY22 - SGBP-044-2022</b>										
48b	Element 3	Geotechnical Investigation	EA	10762.50	\$1.00	\$10,762.50	90%	\$9,686.25	5%	\$538.13
49	Element 4	Construction Plans	EA	72766	\$1.00	\$72,766.00	90%	\$65,489.40	5%	\$3,638.30
50	Element 5	Contract Documents	EA	9156	\$1.00	\$9,156.00	90%	\$8,240.40	5%	\$457.80
51	Element 6	Engineers/Design Report	EA	12168	\$1.00	\$12,168.00	90%	\$10,951.20	5%	\$608.40
52	Element 7	Coordination, Review and Comments	EA	6713	\$1.00	\$6,713.00	90%	\$6,041.70	5%	\$335.65
<b>Design Obstruction Removal</b>										
53	Element 8	Project Formulation	EA	13082.28	\$1.00	\$13,082.28	90%	\$11,774.05	5%	\$654.11
54	Element 9	Survey	EA	6562.04	\$1.00	\$6,562.04	90%	\$5,905.84	5%	\$328.10
55	Element 10	Construction Plans	EA	28130.41	\$1.00	\$28,130.41	90%	\$25,317.37	5%	\$1,406.52
56	Element 11	Contract Documents	EA	5754.32	\$1.00	\$5,754.32	90%	\$5,178.89	5%	\$287.72

**DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

DRAFT SUPPLEMENTAL AGREEMENT #1

**EXHIBIT A**

**SUMMARY OF CONSTRUCTION ITEMS**

GDOT PROJECT NUMBER: AP023-9067-44(313) Whitfield  
PID-T007894

**REHABILITATE APRON PHASE 2; DESIGN RUNWAY AND TAXIWAY PAVEMENT/ELECTRICAL REHABILITATION; AND DESIGN OBSTRUCTION REMOVAL**

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
57a	Element 12	Coordination, Review and Comments	EA	1572.11	\$1.00	\$1,572.11	90%	\$1,414.90	5%	\$78.61
10c	P-152-4.1	Unclassified Excavation	CY	0.00	\$94.00	\$0.00	90%	\$0.00	5%	\$0.00
<b>Total Part 3 Federal Funds FY22</b>						<b>\$166,666.66</b>		<b>\$150,000.00</b>		<b>\$8,333.34</b>
<b>Part 4 State Funds FY23</b>										
57b	Element 12	Coordination, Review and Comments	EA	3158.52	\$1.00	\$3,158.52	0%	\$0.00	75%	\$2,368.89
<b>Total Part 4 State Funds FY23</b>						<b>\$3,158.52</b>		<b>\$0.00</b>		<b>\$2,368.89</b>
<b>Total Project Cost</b>						<b>\$2,469,079.60</b>		<b>\$2,444,326.27</b>		<b>\$13,166.31</b>

<u>Federal Grant # and FAIN</u>	<u>Award Date</u>	<u>Original Contract</u>	<u>Supplemental Agreement #1</u>	<u>New Contract Amount</u>	<u>Fund Source</u>	<u>Activity Codes</u>
3-13-SBGP-057-2023	2/21/2023	\$1,715,237.00	\$534,735.92	\$2,249,972.92	22177	AVSA
3-13-SBGP-038-2021	7/8/2021	\$44,353.35	\$0.00	\$44,353.35	22160	AVNP
3-13-SBGP-044-2022	6/23/2022	\$150,000.00	\$0.00	\$150,000.00	22168	AVNP
STATE FY23	N/A	<u>\$13,166.31</u>	<u>\$0.00</u>	<u>\$13,166.31</u>	01225	AVIA
<b>Total Maximum Obligation of Federal and State Funds this Contract:</b>		<b>\$1,922,756.66</b>	<b>\$534,735.92</b>	<b>\$2,457,492.58</b>		



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** Feb 5<sup>th</sup> 2024

**Agenda Item:** Bion Security - Professional Services Agreement 2024

**Department:** Information Technology Dept.

**Requested By:** Jorge Paez

**Reviewed/Approved by City Attorney?** Yes

**Cost:** Not To Exceed \$19,000

**Funding Source if Not in Budget** IT Department Operating 2024 Budget

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

The city is seeking approval for professional services from BION security to help and guide the city's I.T. Department in deploying networking equipment to best practices in security. The professional service agreement is set to NOT exceed the amount of \$19,000 dollars for the overall project. Funds will be coming from the I.T. Operating budget of 2024.

BION Security is a registered vendor with the City of Dalton and their team consists of a couple of highly qualified security engineers. The City has engaged with BION Security for the last three years for various cybersecurity projects and best practice recommendations.



**CITY OF DALTON  
FORTINET NETWORKING EQUIPMENT DEPLOYMENT**

**PROFESSIONAL SERVICE AGREEMENT**

THIS PROFESSIONAL SERVICE AGREEMENT is made and entered into on this 5th day of February, 2024 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and **BION Security LLC**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns **28 building sites** that need to be configured onto the city's network; and

WHEREAS, CITY owns networking equipment that needs to be **configured** and deployed throughout the city; and

WHEREAS, CONTRACTOR desires to **configure the network equipment utilizing modern security best practices**; and

WHEREAS, CITY CONTRACTOR has provided a written proposal with scope of services which is also attached hereto as a part of the contract documents; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **WORK SITE:** CONTRACTOR shall work remotely from a secure environment with access to the city's networking lab, located at 300 W. Waugh St Dalton, Georgia 30720.

2. **USE OF PROPERTY:** CONTRACTOR shall have use and possession of the subject property being the CITY'S networking lab extending to all 28 of CITY'S equipment sites. A total of 300 days from February 5, 2024 through December 31, 2024 to perform the work:

Days: **330 Days**

Time of day: **6:00 AM to 11:59 PM**

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Dalton City Information Technology Director. CONTRACTOR shall not restrict the public use of or

access to the subject property except as may be authorized by the Dalton City Information Technology Director. The subject property shall be used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used and virtually accessed for the subject project and related functions only and not for any other commercial operations. The use and access of the networking equipment for any other usages other than specified by the Dalton City I.T. Department Director is prohibited. All access shall be approved by the CITY and such use shall always be in accordance with applicable federal, state, and local statues, ordinances, rules, and regulations in force during the term of this Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the professional services in the scope of work, which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A" Current quote.

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project within 3 days of receiving Notice to Proceed by the CITY.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before December 31, 2024

6. CONTRACT SUM AND CONTINGENCY: The CITY shall pay to CONTRACTOR in simple credits which is equivalent to \$10 Dollars per credit. Professional service level selected will determine the amount of credits needed per hour. Currently there will be only three Professional service levels to select from; Basic (11), Pro (15), Advanced (17) respectively. Credits will be utilized to credit a project and to determine if additional resources are needed for the completion of said project. In no event will the total contract sum payable to CONTRACTOR for the work program for this project exceed the sum of 1,900 credits or \$19,000.00 USD. All change orders shall be in writing signed by both parties. CONTRACTOR shall notify the Dalton City Information Technology Director prior to commencing work pursuant to a change order.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the hourly rate to CONTRACTOR upon complete performance of the project and terms of this Agreement. Final payment shall be made no later than 30 days after receipt of invoice. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 1 day after completion of the project, surrender possession of the subject property and shall not virtually access the subject property. All login credentials to the subject property will be changed upon completion of project. All configurations and implementation techniques shall become the intellectual property of the CITY for said project.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and diagrams to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Dalton City Information Technology Director;
- (d) to permit access to the subject property virtually and obtain permission to extend temporary access necessary for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in registering subject equipment to the manufacturer for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees for any work requiring a specialty or professional network certifications;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project;
- (e) That its employees are qualified and or certified to configure networking

equipment, and utilize best modern security practices, as described in the SCOPE OF WORK

- (f) to use the subject property in a safe, careful and lawful manner;
- (g) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse condition, which shall include but not be limited to, D.O.A. (Dead on Arrival) equipment, faulty firmware, faulty datacom connections, or damaged property that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (h) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a safe and orderly condition and to protect from unwanted logins, damage, or theft any intellectual property necessary for completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or subject property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

13. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
  - (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
    - (1) Workers' Compensation statutory limits;
    - (2) Employer's Liability:
      - a. Bodily Injury by Accident - \$100,000.00
      - b. Bodily Injury by Disease - \$500,000.00 policy limit
      - c. Bodily Injury by Disease - \$100,000.00 each employee.
- CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.
- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

14. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, nor affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton  
ATTN: Information Technology Director  
300 W. Waugh ST  
Dalton, GA 30720

Such notice to CONTRACTOR shall be mailed to: BION Security LLC,  
710 Dacula RD. Suite 4A  
Dacula, GA 30019

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: The Agreement shall include the CONTRACTOR'S bid or proposal, WORK ORDER SIGNATURE DOCUMENT, detailed SCOPE OF WORK, and other documents supplied by the CONTRACTOR. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole Subject property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

20. **TERMINATION OF CONTRACT:** In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 4 –CONTRACTOR’S SCOPE OF WORK. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) **Severability of Invalid Provisions.** If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) **Complete Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) **Remedies Cumulative.** All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) **Time is of the Essence.** Time is of the essence of this Agreement in each and all of its provisions.

(g) **Confidentiality.** All information and documentation regarding the project and the CONSULTANT’s services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY’s written authorization, except as may be

required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third-party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONTRACTOR:

CONTRACTOR: BION Security  
\_\_\_\_\_

By: Phil Paulk

Title: CEO

Date: 1/31/2024 

CITY:

CITY OF DALTON, GEORGIA

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

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

Attest: \_\_\_\_\_  
CITY CLERK





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** Feb 5<sup>th</sup> 2024  
**Agenda Item:** Cybersecurity State Grant - MOU  
**Department:** Information Technology Dept.  
**Requested By:** Jorge Paez  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** \$0

**Funding Source if Not in Budget**

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

On September 16<sup>th</sup> 2022 the Department of Homeland security announced a first-of-its-kind cybersecurity grant program specifically for the state, local and territorial governments across the country. Funding from the State and local cybersecurity grant program to help address cybersecurity risks and threats to information systems owned/operated by state, local, territorial governments. The contract before you is a memorandum of understanding, so that we can initiate the process of receiving a grant for the a cybersecurity program.

## **Memorandum of Understanding (MOU) Instructions**

1. The MOU consists of a 7-page document and 1 Exhibit (A); 8 pages total. All documents must be completed and returned to Georgia Emergency Management and Homeland Security Agency (GEMA/HS) with the appropriate signatures.
2. The MOU and Exhibit A should be filled out electronically. If you cannot fill it out electronically, please make sure to print all of the required information.
3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields must be completed prior to submission.
4. Once all required information has been entered into the fillable fields of the MOU and Exhibit A; print the entire document.
5. The last page of the MOU document, before Exhibit A, requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone, and date of signature. The MOU also requires the signature of a witness.
6. Exhibit A (Designation of Applicant's Agent) requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone, and date of signature. An email address is required to obtain access to the system (all email addresses must be unique; no duplicates are allowed).
7. **Please Note: The same person must sign the MOU and Exhibit A.**
8. Once the documents are complete and signed, they must be sent to the following email address: [HSgrants@gema.ga.gov](mailto:HSgrants@gema.ga.gov)

Note: If email is unavailable to you, a paper copy may be submitted to the address below. Please note that this may slow the process of obtaining access to the Georgia EMGrantsPro system as it will need to be scanned and uploaded by our staff.

GEMA/HS Post Office  
Box 18055 Atlanta,  
Georgia 30316  
ATTN: Preparedness Grants and  
Programs Division

Memorandum of Understanding (MOU)

BY and BETWEEN

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

AND

CITY OF DALTON

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the "GEMA/HS" and City of Dalton

officially domiciled at 300 West Waugh St. Dalton, GA 30720

hereinafter referred to as Subgrantee relating to an application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and GEMA/HS Homeland Security Division Grant Programs.

WHEREAS, GEMA/HS as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. 603) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities and are properly reimbursed to the Subgrantee; and

WHEREAS, the agreement is part of the referenced Subgrantee's application and profile record in the Georgia EM Grants Manager system and will become effective and binding upon approval by GEMA/Homeland Security;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

**Responsibilities of the Subgrantee**

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Homeland Security Act and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that govern the Department of Homeland Security grant programs and shall adhere to the application of the Homeland Security Act of 2002 and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

As a further condition for the acceptance of and expenditure of DHS FEMA funding, the Subgrantee hereby agrees to follow all GEMA/HS guidelines, regulations, and directives, including but not limited to the following:

- Use [gema.ga.gov](http://gema.ga.gov) and [ga.emgrants.com](http://ga.emgrants.com), as applicable to access forms, request time extensions, and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall assure that all project documents are made available to GEMA/HS, DHS FEMA, Office of Inspector General (OIG), or to any state or federal agency as determined by GEMA/Homeland Security, including but not limited to procurement policies, accounting policies, and all other documentation substantiating eligible costs.
- All records, reports, documents and other materials delivered or transmitted to GEMA/HS by the Subgrantee shall become the property of GEMA/HS.
- The Subgrantee will be required to execute a separate subgrant agreement in addition to this MOU.
- The Subgrantee agrees to monitor [gema.ga.gov](http://gema.ga.gov) and [ga.emgrants.com](http://ga.emgrants.com) for any changes in law, regulations, policy, or procedure which affect the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individuals named herein as the Subgrantee's agents are knowledgeable of the requirements outlined herein.

The subgrantee hereby acknowledges that failure to adhere to all applicable state and federal laws, regulations, policies, and directives may result in suspension and/or termination of funding/reimbursements and/or all or part of the de-obligation of previously received funding.

### **Responsibilities of GEMA/HS**

- GEMA/HS agrees to maintain [gaemgrants.com](http://gaemgrants.com) subject to the availability of funding.
- GEMA/HS shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review Subgrantee's requests for reimbursement, assist Subgrantee in correcting deficiencies, and disburse reimbursements to the Subgrantee as timely as possible.
- GEMA/HS shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy, or procedure which affect the Subgrantee's grant requirements through [gaemgrants.com](http://gaemgrants.com), [gema.ga.gov](http://gema.ga.gov) and/or the appropriate alternate methods of communication.
- GEMA/HS shall provide technical assistance to assist the Subgrantee in the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

## **Term of Agreement**

This MOU shall remain in full force and effect for the duration of any DHS FEMA grants Subgrantee receives, including the record retention period. Any changes in regulations, policies, or procedures shall constitute an amendment to this Agreement.

## **Limitation of Liability**

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties.

## **Disclaimer**

In its capacity as the Grantee and state fiduciary of (DHS FEMA) and other federal grant funds, GEMA/HS provides technical assistance to current and potential Subgrantees (collectively referred to as "Subgrantees").

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. GEMA/HS does not render legal opinions to Subgrantees but rather provides information intended to assist a Subgrantee prudently managing its own grants management program by employing effective methods and sound practices to manage DHS FEMA grants.

Technical assistance and other grants management information provided by GEMA/HS and adopted by the Subgrantee does not serve as GEMA/HS's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations, and policies as required by the DHS FEMA.

The Subgrantee, by its decision to participate in the GEMA/HS Homeland Security Division grant programs, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations, and policies, and bears the ultimate consequences of any adverse decisions rendered by GEMA/HS, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/HS, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee complies with all applicable state and federal laws, regulations, and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

## **Additional Laws and Policies**

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Execution Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

## **Notices**

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by email, personal hand delivery (and receipted for), or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

GEMA/Homeland Security  
Post Office Box 18055  
Atlanta, Georgia 30316  
ATTN: Preparedness Grants and Programs

**Or**

[HSgrants@gema.gov](mailto:HSgrants@gema.gov)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month, and year first written above.

WITNESSES:

\_\_\_\_\_  
State's Witness

\_\_\_\_\_  
Preparedness Grants and Programs  
Deputy Manager

Date:

Telephone Number: (404) 635-7095

\_\_\_\_\_  
Subgrantee's Witness

\_\_\_\_\_  
Chief Elected/Appointed Official

Name agreement in or Chief Executive Officer

Name: Annalee Sams

Title: Mayor, City of Dalton

Date:

Telephone Number: 706-278-9500

## Exhibit A

### **Designation of Applicant's Agent**

Provide the information below for 1 primary, 1 alternate (optional), 1 authorized, and 1 financial individual that will be designated as agents. Changes to the below-authorized agents must be communicated to GEMA/HS in the manner as detailed above within fourteen (14) days of such change.

Primary Agent's Name: Jorge Paez

Title: Information Technology Director

Telephone number: 706-529-2445

Email Address: [jpaez@daltonga.gov](mailto:jpaez@daltonga.gov)

Alternate Agent's Name (Optional): Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text..

Email Address: Click or tap here to enter text.

Authorized Agent's Name: Annalee Sams

Title: Mayor, City of Dalton

Telephone number: 706-278-9500

Email Address: [asams@daltonga.gov](mailto:asams@daltonga.gov)

Financial Agent's Name: Cindy Jackson

Title: Chief Financial Officer

Telephone number: 706-278-9500

Email Address: [cjackson@daltonga.gov](mailto:cjackson@daltonga.gov)



I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for GEMA/HS Homeland Security Division grant program on behalf of the Subgrantee for the purpose of obtaining funding under the Homeland Security Act of 2002 (Public Law 107-296 as amended). The above-named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters pertaining to the management of grants as required by this MOU.

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Chief Elected/Appointed Official

---

Date

or Chief Executive Officer

Name: Annalee Sams

Title: Mayor, City of Dalton

Telephone Number: 706-278-9500



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** Feb 5<sup>th</sup> 2024

**Agenda Item:** InterDev Professional Services Agreement 2024

**Department:** Information Technology Dept.

**Requested By:** Jorge Paez

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$16,000

**Funding Source if Not in Budget** IT Operating Budget FY24

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

InterDev is a GIS specialist firm out of Roswell, GA. They have assisted the City of Dalton with numerous professional services projects in the past and have been proven to be effective on their knowledge and skillset. Before you is a Service agreement to continue the work on deploying GIS services internally across the City of Dalton departments.

## Professional Services Agreement

This Professional Services Agreement (hereinafter "the Agreement" is entered into and effective as of the date signed, by and between the following Parties:

City of Dalton (hereinafter "Client") with a principal business address of 300 W Waugh St, Dalton, Ga 30720 and InterDev, LLC (hereinafter "InterDev") with a principal business address of 900 Holcomb Woods Pkwy, Suite 100, Roswell, GA 30076 collectively referred to as the "Parties".

WHEREAS, the Client desires InterDev to perform certain services relating to, among other things, support for Information Technology, Security, and Geographic Information Services, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties intending to be legally bound, hereby agree as follows:

### **Services**

InterDev and the Client will develop and enter into one or more Service Orders incorporating a description of the specific services requested by Client. Each Service Order will set forth to the extent applicable, among other things, scope, schedule, project activities and tasks to be performed by the Parties, deliverables, acceptance procedures and criteria, and roles and responsibilities of the Parties. Each Service Order will be governed by this Master Services Agreement, unless otherwise specified, and is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any SOW, the provisions of this Master Services Agreement shall govern and control. InterDev will provide to Client those services described as its obligation in each Service Order (collectively, the "Services"). Each Service Order shall be annexed to this Agreement and for all purposes considered a valid addendum to this Agreement.

### **Term of Agreement**

The initial term of this Agreement shall be effective upon the date signed and shall continue for twelve (12) months ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive renewal terms of twelve (12) months each, unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the current term.

### **Termination.**

This Agreement may be terminated by either party (the “non-defaulting party”) if any of the following events occur by or with respect to the other party (the “defaulting party”): (i) the defaulting party commits a material breach of any of its obligations hereunder and fails to cure such breach within the time period set forth in Article 10.3 hereof or fails to reach an agreement with the non-defaulting party regarding the cure thereof; or (ii) any insolvency of the defaulting party, any filing of a petition in bankruptcy by or against the defaulting party, any appointment of a receiver for the defaulting party, or any assignment for the benefit of the defaulting party’s creditors.

### **Payment Schedule**

Monthly payment will be invoiced to Client on the first of each month and will become due and payable 30 days after the invoice date. Services may be suspended if payment is not made in accordance with this Section. If payment is not made within 60 days of receipt of invoice, Client will be assessed a late charge equal to 5 percent of the unpaid amount per month.

### **Change Orders:**

Any changes to the scope of work must be documented in a change order. Additional fees resulting from approved change orders will be invoiced separately.

All incident response support and vulnerability remediation will require a change order or additional Statement of Work.

### **Use of software**

Authorization to use any software provided by InterDev to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, or distribute the software, or make any unauthorized use of InterDev materials. Modification of such materials or the use of such materials for any purpose not authorized by InterDev is prohibited.

### **Ownership of Work Product**

Any (a) work of authorship fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefore

(including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service- marked distinctive symbols, pictures or words, (d) trade secrets, or (e) any other copyrightable, patentable and/or trademark-able intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Service Provider and/or InterDev Personnel; and/or (ii) through collaborative efforts of InterDev (including InterDev Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to InterDev; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including InterDev Personnel and Client Personnel) without the express, written consent of InterDev, which consent may be withheld. Upon request of InterDev, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of InterDev.

### **Non-Solicitation**

During the term of this Agreement and for a period of two (2) years after its termination or expiration, neither party shall directly or indirectly solicit, recruit, or hire any employees, contractors, or agents of the other party involved in the performance of this Agreement. For the purposes of this clause, "solicitation" includes but is not limited to: a. Initiating contact with employees of the other party for the purpose of offering employment or engagement. b. Inducing or attempting to induce employees of the other party to terminate their employment or engagement. c. Assisting others in soliciting, recruiting, or hiring employees of the other party.

In the event the Client breaches the non-solicitation clause stated above and hires an employee or contractor of InterDev without obtaining the InterDev's prior written consent, the Client agrees to pay a recruiting fee to InterDev. The recruiting fee shall be equal to 100% of the hired employee's or contractor's annual salary or the agreed-upon compensation package, whichever

is greater. This fee is payable within 30 days from the date of the employee's or contractor's employment commencement with the Client.

**Confidentiality:**

For the purposes of this Agreement, "Confidential Information" shall mean any non-public information, including but not limited to trade secrets, business plans, customer lists, financial information, technical data, proprietary information, and any other information disclosed by the Disclosing Party to the Receiving Party.

The Receiving Party agrees to:

- a. Keep the Confidential Information strictly confidential and take all reasonable precautions to prevent unauthorized disclosure or use.
- b. Limit disclosure of the Confidential Information to employees, contractors, or agents who have a legitimate need to know the information for the purpose of the [insert purpose, e.g., discussing a potential business relationship] and who are bound by similar confidentiality obligations.
- c. Not disclose, reproduce, or use the Confidential Information for any purpose other than as expressly authorized by this Agreement.

The obligations of confidentiality shall not apply to information that:

- a. Is or becomes publicly available through no fault of the Receiving Party.
- b. Was rightfully in the possession of the Receiving Party without restriction on disclosure prior to receiving it from the Disclosing Party.
- c. Is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information.

The Receiving Party's obligations regarding the Confidential Information shall survive the duration and termination of this agreement.

Upon the Disclosing Party's written request or the termination of discussions between the parties, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of the Confidential Information.

### **Disclaimer of Warranties**

IT Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, InterDev disclaims all warranties, express, implied, or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. InterDev does not warrant that use of software or products furnished by InterDev will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

### **Limitation of Liability**

In no event shall InterDev be liable to the Client or any other party for any special, exemplary, incidental, or consequential damages, including but not limited to lost profits, whether arising out of contract, tort, and strict liability or otherwise.

### **Taxes**

It is understood that any Federal, State or Local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

### **Miscellaneous**

This instrument, with attached exhibits, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. InterDev is an independent contractor, and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

InterDev shall not be liable to Client for any failure or delay caused by events beyond InterDev's control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures, or accessibility to work site. The headings contained herein are for convenience of reference only and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws, but not the conflict of laws rules, of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

### **Taxes**

It is understood that any Federal, State or Local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

### **Disclaimer**

The information contained in this document is the property of InterDev and is considered proprietary and confidential. The document's contents must not be reproduced or disclosed wholly or in part or used for purposes other than that for which it is supplied without prior written permission of InterDev.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:



<b>Client</b>	<b>InterDev</b>
Name:	Name: Allison Shih
Title:	Title: Chief Revenue Officer
Signature:	Signature: 
Date:	Date: 02/01/2024
<i>I have authority to bind Client</i>	<i>I have authority to bind Company</i>

**Alpharetta (Global)**

900 Holcomb Woods Parkway

Roswell, GA 30076

7706434400

www.interdev.com



**We have prepared a quote for you**

**Ongoing GIS Services - 2024**

QUOTE # 006801 V2

PREPARED FOR

**City of Dalton, GA**

PREPARED BY

**Nathan Holder**

## GIS Services

Description	Price	Qty	Ext. Price
<p><b>Ongoing GIS Resources (100 Hour Block)</b></p> <ul style="list-style-type: none"> <li>• General Spillman GIS Support</li> <li>• Ad-hoc Data + Mapping Requests</li> <li>• GIS Support for City Departments</li> <li>• Work towards completing department systems integrations and support for:               <ul style="list-style-type: none"> <li>○ ██████████ (Code Enforcement)</li> <li>○ ██████████ (Recreation)</li> <li>○ ██████████ (Police Department)</li> <li>○ ██████████ (Fire Department)</li> <li>○ ██████████ (Public Works)</li> <li>○ ██████████ (Public Works)</li> </ul> </li> </ul>	\$16,000.00	1	\$16,000.00
	Subtotal:	<b>\$16,000.00</b>	

## Ongoing GIS Services - 2024



**Prepared by:**  
**Alpharetta (Global)**  
Nathan Holder  
678-672-1508  
Fax 6786721555  
nholder@interdev.com

**Prepared for:**  
**City of Dalton, GA**  
IT Department PO BOX 1205  
Dalton, GA 30720  
Jorge Paez  
70627895002445  
JPaez@daltonga.gov

**Quote Information:**  
**Quote #: 006801**  
Version: 2  
Delivery Date: 12/08/2023  
Expiration Date: 03/01/2024

## Quote Summary

Description	Amount
GIS Services	\$16,000.00
<b>Total:</b>	<b>\$16,000.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Alpharetta (Global)

City of Dalton, GA

Signature: *Nathan Holder*  
Name: Nathan Holder  
Title: Business Development Manager  
Date: 12/08/2023

Signature: \_\_\_\_\_  
Name: Jorge Paez  
Date: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** Feb 5<sup>th</sup> 2024  
**Agenda Item:** Threatlocker Software Agreement  
**Department:** Information Technology Dept.  
**Requested By:** Jorge Paez  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** \$8,496.80/YR  
**Funding Source if Not in Budget** IT Operating Budget FY24

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

Threatlocker is a cybersecurity software developing firm that emphasizes on zero trust technology and framework. Founded in 2017 and headquartered in Maitland, Fl. This software will help the IT department on auditing the data storage services.

## Terms and Conditions

These Terms and Conditions (“**Terms**”) are made part of the Agreement between ThreatLocker, Inc. (“**Company**”) and the client listed in the Order (hereinafter “**Enterprise Partner**”) which references these Terms and Conditions (“**Agreement**”). These Terms and Conditions will govern the sale and services of any Licensed Product(s) purchased by Enterprise Partner from the Company as described in any Order. Any terms not defined herein shall have the meaning given to them in the applicable Order. Hereinafter either party to this Agreement may be referred to individually as “**Party**” or collectively as “**Parties**.”

1. **DEFINITIONS.** As used in this Agreement:

1.1 “**Agreement or Enterprise License Agreement**” shall mean the Agreement which shall be comprised of the Order, these Terms and any attachments included thereto as a whole.

1.2 “**Authorized User or End User**” shall mean any individual or entity authorized by virtue of such individual’s relationship to the Enterprise Partner, including but not limited to employees, agents, and independent contractors of whom Enterprise Partner authorizes to use the Licensed Product, support Services and documentation solely for use by the End User and its Authorized Users for its intended purpose, in accordance with the specifications set forth in any Documentation included with the Agreement and the End User License.

1.3 “**Authorized Device**” means a server, partition, computer, or any other virtual or otherwise emulated hardware system controlled by or owned by Enterprise Partner that meets the requirements for operation of the Software as identified in the Software Documentation. Each Authorized Device, including its operating system, must be of a type on which the Software is designed to be used. If the Software license is subject to any quantity or Seat restrictions, Enterprise Partner is authorized to maintain the Software on the number of Authorized Devices as set forth in the applicable Invoice.

1.4 “**End User License**” shall mean the license agreement between Company and an End User issued by the Company to End User for the use of the Licensed Product.

1.4 “**Fees**” means, collectively, any License Fees, Services Fees, or any other Fee associated with the provision of the Licensed Product and or the Services.

1.5 “**Intellectual Property Rights**” means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and any other proprietary rights recognized by the laws of any country.

1.6 “**Invoice**” means any statement of charges issued by Company.

1.7 “**Licensed Product**” means the software or cloud-based services described in an Order, and any modified, updated, or enhanced versions of such software or services that Company may make available to Enterprise Partner and End Users pursuant to this Agreement.

1.8 “**Order**” means the document signed by an authorized representative of each Party that references these Terms and identifies the specific Licensed Products to be made available by Company, the deployment schedule for such Licensed Products and fees to be paid by Enterprise Partner to the Company.

1.9 “**Services**” means implementation services, training services, technical support services, or other customized services, provided by Company.

1.10 “**Seats or Endpoints**” means individual devices with a unique user identification that can utilize or be managed by the Software including, but not limited to, those individuals that are designated by Enterprise Partner.

1.11 “**Subscription Fees**” means the fees paid to Company for subscription licenses.

1.12 “**User Documentation**” means the documents made available to the Enterprise Partner by the Company in digital and print media which provides a description of the services and features to facilitate the use and training of the Licensed Product.

## 2. LICENSES AND DELIVERY.

2.1 **Licensed Product and User Documentation.** Subject to the terms and provisions of this Agreement, including Enterprise Partner’s payment obligations, Company hereby grants to Enterprise Partner, and Enterprise Partner hereby accepts, a limited non-exclusive, non-transferable, non-assignable, and worldwide license for the License Term as reflected in the applicable Order to (i) install the Licensed Product in the quantities and/or Seats on Authorized Devices as set forth in the applicable Invoice, (ii) use the Licensed Product only for Enterprise Partner’s internal business purposes in its normal course of business, and (iii) use the Licensed Product and the User Documentation to support the use of the Licensed Product and to conduct internal training for Enterprise Partner’s employees and personnel.

2.2 **License Restrictions.** Enterprise Partner acknowledges that the Licensed Product may contain valuable trade secrets of Company and its suppliers. Accordingly, Enterprise Partner agrees not to modify, adapt, integrate into a package, or alter the Licensed Product. Enterprise Partner specifically agrees to limit the use of the Licensed Product, Services (if any), and Documentation to those specifically granted in this Agreement. Without limiting the foregoing, Enterprise Partner specifically agrees not to (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software or any portion thereof; (ii) modify, port, translate, localize or create derivative works of the Licensed Product; (iii) remove any of Company’s, or its vendors’, copyright notices and proprietary legends; (iv) attempt to circumvent, disable or defeat the limitations on Enterprise Partner’s use of the Licensed Product which are encoded into the Licensed Product; (v) use the Licensed Product (a) to infringe on the intellectual property rights of any third party or any rights of publicity or privacy; (b) to violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import control, unfair competition, anti-discrimination and/or false advertising); (c) to propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (d) in any application that may involve risks of death, personal injury, severe property damage or environmental damage, or in any life support applications, devices or systems; and/or (e) such that the total number of Seats are not in excess of the total Seats allocated to Enterprise Partner as reflected in the applicable Invoice; (vi) file copyright or patent applications that include the Licensed Product or any portion thereof; (vii) make any Enterprise Partner copies of the Licensed Product except with the prior written approval of Company and for nonproductive backup purpose only.

2.3 **Transfers of the Software.** Transfers of the Licensed Product are not permitted except in the case where: (a) Enterprise Partner is in receipt of a prior written consent of Company, which may be withheld by Company in Company’s sole discretion; (b) Enterprise Partner has paid any additional fee which Company may charge Enterprise Partner

in Company's sole discretion; (c) Enterprise Partner transfers the most recent production release of the Licensed Product, including any and all updates to the Licensed Product; and (d) the Licensed Product is removed from the Authorized Device from which it was transferred.

**2.4 Licensed Product Delivery and Installation.** Upon payment of the License Fee by the Enterprise Partner, Company shall deliver a link, key or otherwise to make the current version of the Licensed Product available to the Enterprise Partner. Whether by providing an electronic download, physical distribution, or any other form of conveyance, the Licensed Product shall be deemed delivered once it is made available to Enterprise Partner. Enterprise Partner shall be responsible for installation of the Licensed Product on an Authorized Device. The Enterprise Partner may also access and utilize any Documentation related to the Licensed Product delivered under the terms of the Agreement.

**3.0 OWNERSHIP OF LICENSED PRODUCT AND INTELLECTUAL PROPERTY.**

3.1 The Licensed Product, User Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of Company and its suppliers. All rights in and to the Licensed Product not expressly granted to Enterprise Partner in this Agreement are reserved by Company and its suppliers. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Company's existing or future patents; Company agrees that it will not assert any of its rights under such patents against Enterprise Partner based upon Enterprise Partner's use of the Licensed Product as permitted by the Agreement.

**3.2 Relationship with End Users.**

(a) Enterprise Partner will immediately notify Company if Enterprise Partner becomes aware of any breach by End User or Authorized User.

(b) Enterprise Partner agrees to cooperate and assist Company in any action or effort to remedy or correct such End User breach.

(c) Upon the termination or expiration, Enterprise Partner shall collect and return to Company any Licensed Product and User Documentation in such End User or Authorized User's possession or control.

**4. SUPPORT.** The Company will provide the Enterprise Partner with access to its Cyber Heroes Help Desk system via Live Chat on <https://portal.threatlocker.com> available 24/7/365. When the Enterprise Partner requires support from the Company, the Enterprise Partner can submit a new support case ticket directly via the Cyber Heroes Help Desk system, whether logged into the 'As a Service' or not, or phone the support helpline on + 1 833-292-7732, option 1. A confirmation email will then be sent to the Enterprise Partner/Company with a unique case number for tracking and quality control purposes. The Company's personnel will be instantly notified of new cases as they arrive.

Company will support such requests for support noted above as reasonably possible relating to the Company products, however, Enterprise Partner shall at all times be liable for Enterprise Partner system and integration, as such is out of the control of Company. Enterprise Partner shall receive such Services for as long as Term of the Licensed Product.

Enterprise Partner acknowledges that some of the Licensed Product features allow the Company support team to communicate with the Licensed Product remotely via the internet to (i) determine if there are any updates, enhancements, or fixes available and if so to allow such updates, etc. to be provided to Enterprise Partner (if applicable) and (ii) for its technical support team to collect information which assists them in providing services to Enterprise Partner. Some of these features can be turned off by Enterprise Partner in the administrator user interface. The ability of technical support services to support Enterprise Partner efficiently will be impaired if Enterprise Partner turns off any of these features.

**5. ORDERS; PAYMENT.**

**5.1 Orders.** Enterprise Partner shall purchase the quantity of licenses to the Licensed Products for the Fees set forth in the applicable Order.

**5.2 Payment.** Enterprise Partner shall pay all Fees as set forth in the relevant Invoice. Amounts payable to the Company are due within fourteen (14) days of the Enterprise Partner's receipt of the invoice if paid by Credit Card, or thirty (30) days if paid by ACH. Any amount that is not paid when due will accrue interest at the lesser of either (i) 1% per month of the outstanding balance including and outstanding interest charges or other fees or (ii) the maximum rate permitted by applicable law, from the due date until paid, and all reasonable expenses incurred in collection, including reasonable attorneys' fees. Notwithstanding the foregoing, if any amount remains outstanding greater than sixty (60) days, Company shall have the right without further notice to Terminate the Agreement or suspend any such performance until such time in which all outstanding amounts are paid to the Company. If Enterprise Partner in good faith disputes all or a portion of an Invoice, then Enterprise Partner shall inform Company within five (5) business days following Enterprise Partner's receipt of the applicable Invoice. Following Company's receipt of Enterprise Partner's written dispute, the Parties shall work together, in good faith and acting reasonably, to resolve such dispute. Promptly following resolution of such dispute, Enterprise Partner shall pay any amounts determined to be owed because of the dispute's resolution. Notwithstanding the foregoing, Enterprise Partner shall be responsible for promptly paying that portion of the Invoice not in dispute.

**5.3 Taxes.** Enterprise Partner shall be liable for payment of, and all Fees are exclusive of, all local, state, and federal sales, use and excise or other similar taxes (including withholding taxes) and custom duties that are levied upon and related to the performance of obligations and exercise of rights under this Agreement. Company may be required to collect and remit such taxes from Enterprise Partner unless Enterprise Partner provides Company with a valid tax exemption certificate. Company will invoice Enterprise Partner for all such taxes based on the Licensed Product and/or Services provided. In no event will either Party be liable for any taxes levied against the other Party's net income.

**6. ENTERPRISE PARTNER'S OTHER OBLIGATIONS.**

**6.1 Compliance with Laws.** Enterprise Partner, at all times and at its sole cost and expense, will obtain all permits and licenses necessary for its performance under the Agreement and will comply with all applicable laws, rules, and regulations. Enterprise Partner shall refrain from any unethical conduct or any other conduct that tends to damage the reputation of Company or the Licensed Product in Enterprise Partner's use of the Licensed Product. Enterprise Partner acknowledges that the Licensed Product and/or Services are subject to export control laws in the United States, the United Kingdom (UK) and elsewhere. Enterprise Partner shall comply with all applicable export laws, obtain all applicable export licenses, and will not export or re-export any part of the Licensed Product to any country in violation of such restrictions.

Enterprise Partner will maintain records reasonably required to verify its compliance with this Agreement. Without limitation to the foregoing, Enterprise Partner will purchase sufficient licenses for the number of Seats it will need at all times. Upon Enterprise Partner's written request, not more frequently than annually, Company may audit Enterprise

Partner's use of the Licensed Product. Any such audit shall be conducted during Enterprise Partner's normal business hours and in such a manner as to avoid unreasonable interference with Enterprise Partner's business operations.

**6.2 Loyalty.** Enterprise Partner agrees that during the Term of this Agreement, Enterprise Partner shall not, in any manner, develop or participate in the development of any software products that are, or may be competitive with the Licensed Product unless Company has given its express prior written consent (which Company may grant or withhold in its sole discretion).

## 7. CONFIDENTIALITY.

**7.1 Confidential Information.** Each party (the "**Disclosing Party**") may from time to time during the term of this Agreement disclose to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend. The Disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure. Regardless of whether so marked or identified, any information that the Receiving Party knew or should have known, under the circumstances, would be considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party. Enterprise Partner acknowledges that any data collected during the use and/or provision of the Licensed Product and Services, including personal data, may be held on servers and/or in environments that are owned and controlled by Company or third parties it contracts with to provide the service. Company recognizes that such data is sensitive and will treat all such data as confidential when held in its controlled servers or environments.

**7.2 Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement and will disclose the Confidential Information of the Disclosing Party only to the employees of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. In addition to the data displayed through the Licensed Product, the Licensed Product may, from time to time, automatically report back information to Company's servers related to usage of the Licensed Product, without notice to End User ("**Usage Data**"). Usage Data means login usernames, IP addresses and hostnames that applications connect to, file names and full path, Hashes and SHAs and Files, Certificate Information (Not private keys), Status of Hard Drive Encryption (Not encryption keys), Computer Hostnames, File Access Information, such as Read, Write, Execute, Delete, Move, and Computer Registry change information. Enterprise Partner acknowledges and agrees that Company requires use of Cookies, and Enterprise Partner consents to the use of the Cookies and Usage Data may be used by Company in compliance with all applicable laws, including helping diagnose and resolve technical and performance issues in relation to the Licensed Product.

**7.3 Exceptions.** The Receiving Party's obligations under the subsection titled Protection of Confidential Information with respect to any Confidential Information of the Disclosing Party will terminate if the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

Notwithstanding anything contained herein to the contrary, nothing contained within these Terms or any other Agreement will prohibit, prevent, or exclude Client's lawful compliance with and disclosure of documents and things pursuant to the Georgia Open Records Act or any similar law or regulation that requires it as a municipal corporation to disclose information or produce documents and other records upon a lawful request.

**7.4 Return of Confidential Information.** The Receiving Party will return or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information, including the Licensed Product, promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing, signed by an officer of the Receiving Party, that it has fully complied with its obligations under this subsection.

**7.5 Confidentiality of Agreement.** Neither party will disclose any terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors under a duty of confidentiality except (a) as required by law; (b) pursuant to a mutually agreeable press release or (c) in connection with a proposed merger, financing, or sale of such party's business (provided that any third party to whom the terms of this Agreement are to be disclosed signs a confidentiality agreement with terms no less restrictive than in this Agreement).

## 8. WARRANTIES.

**8.1 Warranties by Both Parties.** Each party warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.

**8.2 Company's Warranty.** Company warrants during the Term that the Licensed Product, when used as permitted under this Agreement and in accordance with the instructions in the User Documentation (including use on a computer hardware and operating system platform supported by Company), will operate substantially as described in the User Documentation. Company does not warrant that use of the Licensed Product will be error-free or uninterrupted or that the Licensed Product will meet the Enterprise Partner's operational requirements. Company is not responsible for errors or defects in the Licensed Product caused by Enterprise Partner's failure to comply with the requirements specified in the Documentation or changes in or to the operating characteristics of the Enterprise Partner's computer hardware or operating systems made after delivery of the Licensed Product or errors or defects in the Licensed Product caused by the interaction of the Licensed Product with any third-party programs or applications. The warranty set forth in this Section shall be void as to Licensed Product where noncompliance is caused or related to (a) any unauthorized alterations or modifications made to the Licensed Product by the Enterprise Partner, its personnel, or agents; (b) use of the Licensed Product other than in the operating environment specified in the Documentation; or (c) coding, information, or specifications created or provided by the Enterprise Partner or any third party. Company will, at its own expense and as its sole obligation and Enterprise PARTNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY, USE COMMERCIALY REASONABLE EFFORTS TO CORRECT ANY REPRODUCIBLE ERROR IN THE LICENSED PRODUCT REPORTED TO COMPANY BY ENTERPRISE PARTNER IN WRITING.



Company warrants that any Services provided by Company pursuant to the applicable Order shall be performed in accordance with the prevailing professional standards of the software industry. In the event of any breach of the warranty set forth in this Section, Company shall correct, at no additional charge to Enterprise Partner, any portion of the Services found not to meet prevailing professional standards of the software industry in accordance with the provisions of any Service Level Agreement (“SLA”) that may be in place between the Parties. In the event an SLA is not in place between the Parties, if Company fails to correct the Services found not to meet prevailing professional standards of the software industry in a commercially reasonable time period, then Enterprise Partner’s sole and exclusive remedy shall be to receive a refund of any portion of Fees paid for the allegedly defective Services under the applicable Order.

**8.3 Disclaimer of Warranty.** THE LICENSED PRODUCT, DOCUMENTATION AND SERVICES ARE PROVIDED ON AN “AS IS” BASIS. THE EXPRESS WARRANTIES IN THIS SUBSECTION ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE LICENSED PRODUCT OR THE USER DOCUMENTATION, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ENTERPRISE PARTNER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT AND THAT NO WARRANTIES ARE MADE BY ANY OF THE COMPANY’S SUPPLIERS.

**8.4 Enterprise Partner’s Warranty.** Enterprise Partner has the authority to enter into this Agreement and will not make or publish any false or misleading representations, warranties, or guarantees on behalf of Company or its suppliers concerning the Licensed Product that are inconsistent with any warranties made by Company concerning the Licensed Product.

## 9. INDEMNIFICATION.

**Indemnification by Company.** Company agrees to defend, indemnify, and hold harmless Enterprise Partner from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) brought by third parties alleging that the Licensed Product or User Documentation infringes or misappropriates any intellectual property right of a third party. The foregoing obligations are conditioned on Enterprise Partner notifying Company promptly in writing of such action, Enterprise Partner giving Company sole control of the defense thereof and any related settlement negotiations, and Enterprise Partner cooperating and, at Company’s reasonable request, assisting in such defense. In addition, if the Licensed Product becomes, or in Company’s opinion is likely to become, the subject of an infringement claim, Company may, at its option and expense, either (a) procure for Enterprise Partner the right to continue exercising the rights licensed to Enterprise Partner in this Agreement; (b) replace or modify the Licensed Product so that it becomes non-infringing and remains functionally equivalent; or (c) if Company determines that neither of the alternatives in (a) or (b) are feasible, immediately terminate this Agreement by written notice to Enterprise Partner, in accordance with the subsection titled Notices. Notwithstanding the foregoing, Company shall have no obligation under this subsection or otherwise with respect to any infringement claim based upon (i) any unauthorized use, reproduction, integration or distribution of the Licensed Product; (ii) any use of the Licensed Product in combination with other products, equipment, software, or data not supplied by Company; (iii) any use, reproduction, or distribution of any release of the Licensed Product other than the most current release made available by Company; or (iv) any modification of the Licensed Product by any person other than Company or its authorized agents or contractors. THIS SUBSECTION STATES COMPANY’S ENTIRE LIABILITY AND ENTERPRISE PARTNER’S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

**10. LIMITATION OF LIABILITY.** In no event will either party be liable for any consequential, indirect, exemplary, special, or incidental damages whatsoever, including but not limited to any lost data, lost profits, lost revenue, or increased costs of any kind, arising from or relating to this Agreement.

THE PARTIES EXPRESSLY AGREE UNDER NO CIRCUMSTANCES SHALL EITHER PARTY’S TOTAL AGGREGATE LIABILITY UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PAID TO COMPANY UNDER THIS AGREEMENT BY ENTERPRISE PARTNER IN THE PREVIOUS TWELVE (12) MONTHS.

Enterprise Partner acknowledges that the fees set forth in this Agreement reflect the allocation of risk set forth in this Agreement and that Company would not enter into this Agreement without these limitations on its liability. The foregoing limitations of liability are independent of any exclusive remedies for breach of warranty set forth in this Agreement.

## 11. TERM AND TERMINATION.

**11.1 Term.** The term of this Agreement will commence on the date on which this Agreement is executed by both Parties (“**Effective Date**”) and shall remain in effect for the initial term set forth in the Order (the “**Initial Term**”). Thereafter, this Agreement shall automatically renew for successive one (1) year terms at the then current published retail pricing, however, such pricing escalation will not exceed eight percent (8%) annually (each a “**Renewal Term**”), unless either party provides notice to the other of its intention not to renew at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term. The Initial Term, any Trial Period (if applicable, as defined herein) and all Renewal Terms will collectively be referred to as the “**Term**”.

**11.2 Termination.** Upon the occurrence of a breach of the terms of the Agreement, the non-breaching Party shall provide to the breaching Party a Notice alleging in sufficient detail the circumstances of the breach. The breaching Party shall be afforded a period of thirty (30) days from the date of such notice to cure the circumstances of the breach (“**Cure Period**”). In the event the breaching Party has not cured such breach in the period noted above, the non-breaching Party may immediately terminate the Agreement. Company shall also have the right to suspend access to the Licensed Product and the Services to Enterprise Partner in these circumstances or if Enterprise Partner has not paid the applicable Fees in accordance with this Agreement.

Notwithstanding the foregoing, Company shall have the immediate right to suspend or Terminate this Agreement upon the occurrence of any of the following actions by Enterprise Partner: (a) violating any applicable law, (b) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Licensed Product, (c) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Licensed Product except to the extent the foregoing restrictions are expressly prohibited by applicable law; (d) interfere with or attempt to interfere with the proper functioning of the Licensed Product; (e) attempt to engage in any potentially harmful acts that are directed against the Licensed Product or Company, including but not limited to violating or attempting to violate any security features of the Licensed Product; (f) conduct any penetration testing on the Software without Company’s prior written consent or (g) accessing the Licensed Product in order to build a similar or competitive website, product, or service. Furthermore, Company has a zero-tolerance policy for abuse, disparaging language, and threatening behavior and in the event any Enterprise Partner personnel engage in such behavior with Company or Company personnel, Company shall have the right to immediately suspend the use of such Licensed Product or Services until a resolution of such may be amicably reach between the Parties.

**11.3** Either Party can terminate this Agreement immediately and without notice if a Party enters into compulsory or voluntary liquidation or is deemed unable to pay its debts as they fall due or convene a meeting of or enter into any composition with creditors or have an administrative receiver, receiver manager, or administrator appointed over all or some of the undertaking or assets or anything analogous to the events described occurs in any jurisdiction.

#### 11.4 Effects of Termination.

(a) **Payment; Licenses; Licensed Product.** Upon termination or expiration of this Agreement for any reason, any amounts owed to Company under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist. Enterprise Partner must promptly discontinue all use and distribution of the Licensed Product and User Documentation, Enterprise Partner must return to Company all copies of the Licensed Product and User Documentation, delete all copies of the Licensed Product, and Enterprise Partner must certify to Company in writing signed by an officer of Enterprise Partner that it has fully complied with this requirement.

(b) **Survival.** Any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept, or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties, their successors and permitted assignees including, without limitation, Sections 1, 2.2, 2.3, 5.2 and Sections 6 through 12.

#### 12. GENERAL.

**12.1 Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Florida, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Enterprise Partner hereby expressly consents to the personal jurisdiction and venue in the state and federal courts located in Orlando, Florida for any lawsuit arising out of or relating to this Agreement or the transactions contemplated hereby. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**12.2 Dispute Resolution.** In an effort to promote the highest quality working relationship, the Parties agree that the following steps will be responsively and openly pursued in an effort to resolve any dispute under or arising out of this Agreement (each, a “**Dispute**”) before resorting to litigation (except as may be necessary to preserve any rights or the status quo):

(a) All Disputes will be made in a written notice by Enterprise Partner or Company, respectively, initiating the process set forth herein (the “**Dispute Engagement Notice**”). Promptly after receipt of the Dispute Engagement Notice, both Parties shall discuss the issues, present reasonably requested documentation, and attempt to reach a settlement that is agreeable to both Parties. As part of the Dispute Engagement Notice, the Party initiating the dispute resolution process will submit a summary of the issues, the requesting Party’s position and a summary of the evidence and arguments supporting its position.

(b) If the Dispute cannot be resolved by the Parties within forty-five (45) Business Days after receipt of the Dispute Engagement Notice, or such later date as the Parties may agree in writing, the Dispute shall be escalated to an executive of the Company and Enterprise Partner who has authority to settle the Dispute.

(c) If the Dispute cannot be resolved by the Parties within forty-five (45) Business days after the escalation noted in Section (b) above, then either Party may pursue any rights or remedies available under the Agreement, at law or in equity through judicial relief or, if agreed to by both Parties in writing, non-judicial relief through an alternative dispute resolution process. Both parties agree that any discussions and negotiations related to any proposed settlement of any Dispute may not be introduced into evidence by either Party in any judicial action or non-judicial alternative dispute resolution forum used to resolve such Dispute.

**12.3 Order of Precedence.** The documents forming the Agreement shall be considered complementary, and what is required by one shall be binding as if required by all. The Parties shall attempt to give effect to all provisions. The failure to list a requirement specifically in one document, once that requirement is specifically listed in another, shall not imply the inapplicability of that requirement.

However, in the event of irreconcilable conflict between the documents forming the Agreement the order of precedence shall be:

- a) For the scope included therein, Agreement Amendments and Change Orders, with those of a later date having precedence over one of an earlier date.
- b) These Terms and Conditions and their exhibits; and
- c) The Order.

**12.4 Severability.** If any provision of this Agreement is, for any reason, held to be illegal, invalid, or unenforceable to any extent, the other provisions of this Agreement will remain legally valid and enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Enterprise Partner agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the subsection titled Company’s Warranty.

**12.5 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.6 Remedies.** Except as provided in the sections titled Warranties and Indemnification, the Parties’ rights and remedies under this Agreement are cumulative. Enterprise Partner acknowledges that the Licensed Product contains valuable trade secrets and proprietary information of Company, that any actual or threatened breach of the sections and subsections titled License Restrictions, Trademark License or Confidentiality or any other breach of its obligations with respect to Intellectual Property Rights of Company will constitute immediate, irreparable harm to Company for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Company may seek immediate injunctive relief without the requirement for a Cure Period, to post bond or other security. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys’ fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**12.7 Assignment.** This Agreement, and Enterprise Partner’s rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by Enterprise Partner without Company’s prior written consent. Company may assign this Agreement to any affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, or other transaction resulting in a change of control, without consent of Enterprise Partner. Except as permitted in this Section, any attempted assignment or delegation without the other party’s prior written consent will be void and of no effect.

**12.8 Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, government action or inaction, pandemic or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

**12.9 Independent Contractors.** Company’s relationship to Enterprise Partner is that of an independent contractor, and neither party is an agent or partner of the other.

12.10 **Notices.** Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed in the Order by personal delivery, by certified or registered mail (postage prepaid and return receipt requested), by a nationally recognized express mail service, or by email. Any such email correspondence to the Company is to be sent to notices@threatlocker.com. Notice by personal delivery will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. If delivered by email, any such notice will be considered to have been given upon dispatch during regular business hours, or otherwise the next business day. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

12.11 **Amendments.** Any amendment or change to the Agreement must be made in writing and signed by both Parties. Any such changes or scope performed prior to execution of such amendment or change shall not be deemed or construed to have changed the Company’s liability or obligations in any way,

12.12 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

12.13 **Entire Agreement.** This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by both Parties.

12.14 **Third Party User Rights.** The Parties concur that this Agreement is made solely and exclusively for the benefit of the Parties and in no event are the Parties intending to grant any rights, interests or claims to, nor any benefit to any third party which shall include but is not limited to employees, users, or End Users of the Enterprise Partner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by persons duly authorized, as of the Agreement Effective Date.

**Enterprise Partner**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ThreatLocker, Inc.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## ThreatLocker Agreement

Prepared for:

### City of Dalton GA

PO Box 1205  
Dalton  
Georgia  
United States

Thank you for your interest in ThreatLocker's solutions. I appreciate you giving your time to review ThreatLocker. I have included a price quote and agreement below for your review.

The term of this agreement is 36 months and is subject to the minimums outlined below. This agreement will automatically renew unless terminated in writing by either party 30 days before the renewal date.

#### Additional Terms

**This order shall not exceed more than 5-7% increase upon renewal.**

**This order shall be governed by the terms and conditions found here:**

[https://static.threatlocker.com/Documentation/ThreatLocker\\_TermsOfService.pdf](https://static.threatlocker.com/Documentation/ThreatLocker_TermsOfService.pdf)

Invoice Date	License Period	Product Description	Invoiced Licenses	Committed Licenses	Price Breakdown (USD)			Invoice Total (USD)
Feb 29, 2024	Feb 29, 2024 - Feb 28, 2025	[REDACTED]	380 380 380	380 380 380	Reg. <del>13.00</del>	Disc. 13.00 9.36	Cond.	Regular: <del>9880.00</del> Discounted: <b>8496.80</b>
Feb 28, 2025	Feb 28, 2025 - Feb 28, 2026	[REDACTED]	380 380 380	380 380 380	Reg. <del>13.00</del>	Disc. 13.00 9.36	Cond.	Regular: <del>9880.00</del> Discounted: <b>8496.80</b>
Feb 28, 2026	Feb 28, 2026 - Feb 28, 2027	[REDACTED]	380 380 380	380 380 380	Reg. <del>13.00</del>	Disc. 13.00 9.36	Cond.	Regular: <del>9880.00</del> Discounted: <b>8496.80</b>

\*Licenses used over the Committed Licenses will be billed at Price Per License

#### Overage Charges

Product	Price Per License (USD)
[REDACTED]	13.00
[REDACTED]	11.70
[REDACTED]	11.70
[REDACTED]	10.60
[REDACTED]	9.36
[REDACTED]	11.70
[REDACTED]	16.00
[REDACTED]	13.00
[REDACTED]	11.80
[REDACTED]	16.20
[REDACTED]	0.00



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 2/5/24

**Agenda Item:** Appointments

**Department:** Administration

**Requested By:** Andrew Parker

**Reviewed/Approved  
by City Attorney?**

**Cost:**

**Funding Source if Not  
in Budget**

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

Mayoral and Committee Appointments



### Board Appointments

Type	Appointment	New Member	Current Member	Term	Expiration
Development	Authority	<i>To Be Determined</i>	Edwards, Larry	6 Year	2/1/23
Library	Board	Compton, Ann	Compton, Ann	3 Year	3/2/26
Convention Visitors	Bureau	Rodriguez, Josafat	Bobo, Kim	2 Year	12/31/25
Housing	Authority-Resident Member	Barrett, Brenda	Lester, Anita	1 Year	12/31/24
Housing	Authority	Simmons, Antoine	Simmons, Antoine	5 Year	12/31/28
Public Safety	Commission	Jackson, Lane	Walker, Anthony	5 Year	12/31/28
Historic Preservation	Commission	Long, Zac	Lewis, Joanne	3 Year	2/1/27
Tree	Board	Blaylock, Ron	Purvis, Pete	Balance	12/31/24