



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, July 11, 2023 at 6:00 PM

Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia

Phone: 770-267-1301 | Fax: 770-267-1400

AGENDA

1. PRESENTATIONS

2. MEETING OPENING

2.1. Pledge of Allegiance & Invocation

2.2. Call to Order

2.3. Roll Call

3. ADOPTION OF AGENDA

3.1. Additions/Deletions

4. PLANNING COMMISSION RECOMMENDATIONS

4.1. Approval of CU23040038 - Conditional Use for outside storage - Applicant: Fast Cutting, LLC (Alexandra Karakos)/Owners: Todd & Teresa Hicks - Property located at 2955 Hwy. 81, Map/Parcel N047A003 - District 2

4.2. Denial of Z23040021 - Rezone 8.74 acres from A1 to B3 for truck parking facility and Variance to reduce minimum building setback to 5 ft. on eastern side of property - Applicant: Grewal Ventures, LLC c/o Sonny Singh/Owner: Pinnacle Sports Academy LLC - Property located at 120 Hwy. 78, Map/Parcel C1890002 - District 4

5. PLANNING & DEVELOPMENT

5.1. Settlement of Z20110015 - Rezone 85.48 acres from A1 to R1 with conditions for a residential subdivision - Applicant: Lexes Homes, Inc./Owner: Snows Mill Road, LLC - Property located on Snows Mill Rd. - Map/Parcel C1790044 & 44A - District 4

5.2. AZ23060003 - Request to remove buffer on right side of driveway - Applicant/Owner: Walton Co. Veterans Assoc., Inc - Property located at 1700 Snows Mill Rd., Map/Parcel C1650002 - District 6

5.3. OA23030030 - Amendment to Walton County Land Development Ordinance per Errata Sheet dated 04/03/2023 (tabled 6/4/2023)

Errata #3 - Amendment to Article 4, Part 1, Section 110 Agricultural District "A"

6. ADMINISTRATIVE CONSENT AGENDA / *All items listed below are voted on by the board in one motion unless otherwise specified by the Board*

- [6.1.](#) Approval of June 6, 2023 Meeting Minutes
- [6.2.](#) Contracts & Budgeted Purchases of \$5000 or Greater
- [6.3.](#) Ratification of Actions taken by WCWSA on June 27, 2023
- [6.4.](#) Wex Health Payment Card Transaction Substantiation Waiver
- [6.5.](#) Pharmacy Services Agreement Amendment - Veracity Benefits, LLC
- [6.6.](#) Amendment to Inmate Medical Agreement - Correct Health
- [6.7.](#) MOU - USDA Forest Service - Unmanned Aircraft System Flight Area Agreement
- [6.8.](#) Walton Co. EMA - Emergency Operations Plan Update
- [6.9.](#) Walton Co. EMA - Volunteer Coordination and Donations Management Plan
- [6.10.](#) Acceptance of Resignation - Walton Co. Planning Commission (Dist. 4)
- [6.11.](#) Walton Co. Purchasing Ordinance Update

7. RESOLUTIONS

- [7.1.](#) Walton County Consent Resolution - Walton Co. Water & Sewer Authority (Oconee-HLC), Series 2023

8. CONTRACTS

- [8.1.](#) Talitrix - Agreement for Inmate Monitoring

9. PARKS & RECREATION

- [9.1.](#) Agreement - Forte Payment Systems - Parks & Recreation Credit Card Processing

10. ACCEPTANCE OF BIDS/PROPOSALS

- [10.1.](#) Proposals - Metal Buildings - EMS/Storage and Modifications to existing building for Pickle Ball Courts

11. APPOINTMENTS

- 11.1.** Appointment - NEGRC Council Private Sector Representative
- 11.2.** Appointment - Walton Co. Water & Sewerage Authority (Dist. 2)

11.3. Appointment - Walton Co. Planning Commission (Dist. 4)

12. DISCUSSION

12.1. County Manager's Report/Update

13. PUBLIC COMMENT | *3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.*

14. ANNOUNCEMENTS

15. EXECUTIVE SESSION

16. ADJOURNMENT

If you are an individual with a disability and require special assistance at this meeting, please contact our office at 770-267-1301 and arrangements will be made.

People wanting to make a Public Comment before the Board of Commissioners must complete the form at the link below and return it to the County Clerk no later than 4:00 PM the business day prior to the meeting. You may email, fax, mail or deliver the form.

<http://www.waltoncountyga.gov/Clerk/Public%20Comment%20Form.pdf>

For more information, please contact Rhonda Hawk.



Planning and Development Department Case Information

Case Number: CU23040038

Meeting Dates: Planning Commission 06-01-2023
Board of Commissioners 07-11-2023

Current Zoning: B2

Request: Conditional Use for outside storage

Address: 2955 Highway 81, Loganville, Georgia 30052

Map Number: N047A003

Site Area: 3.83 acres

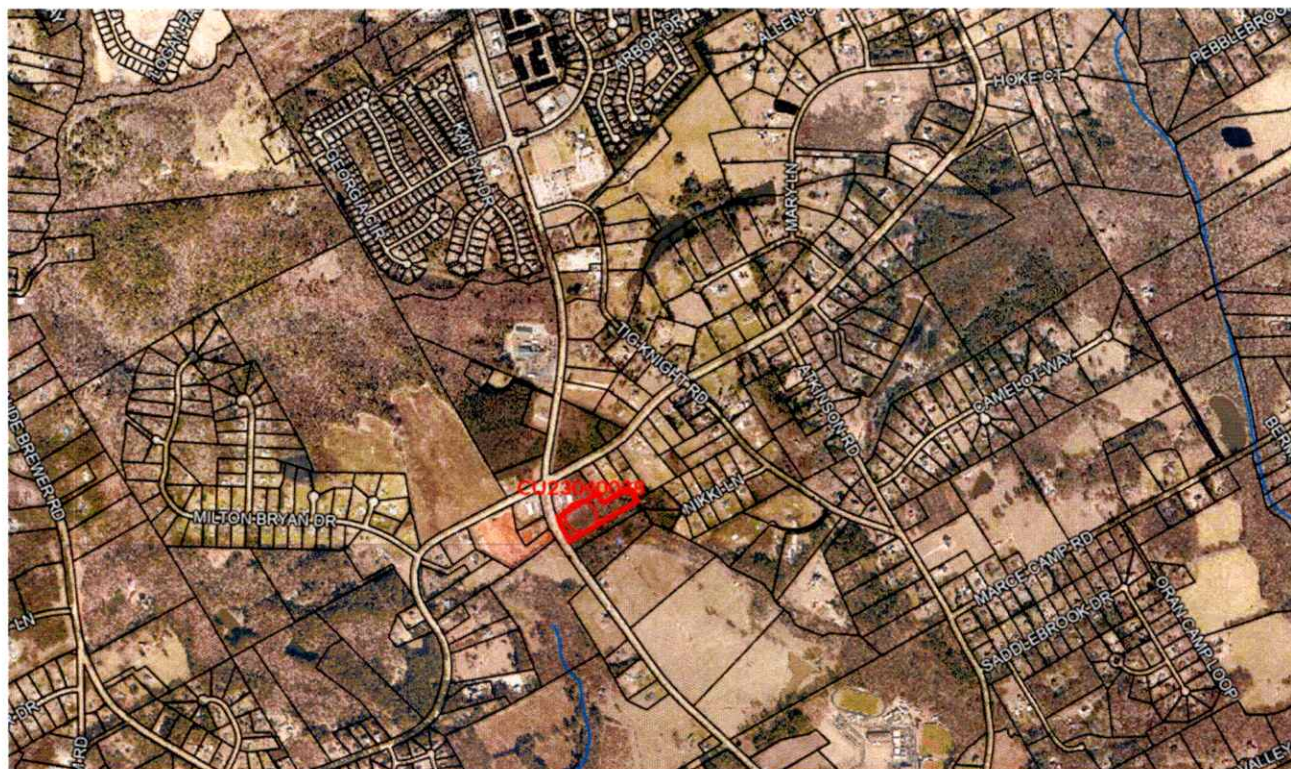
Character Area: Suburban

District 2: Commissioner – Mark Banks

Planning Commission – Pete Myers

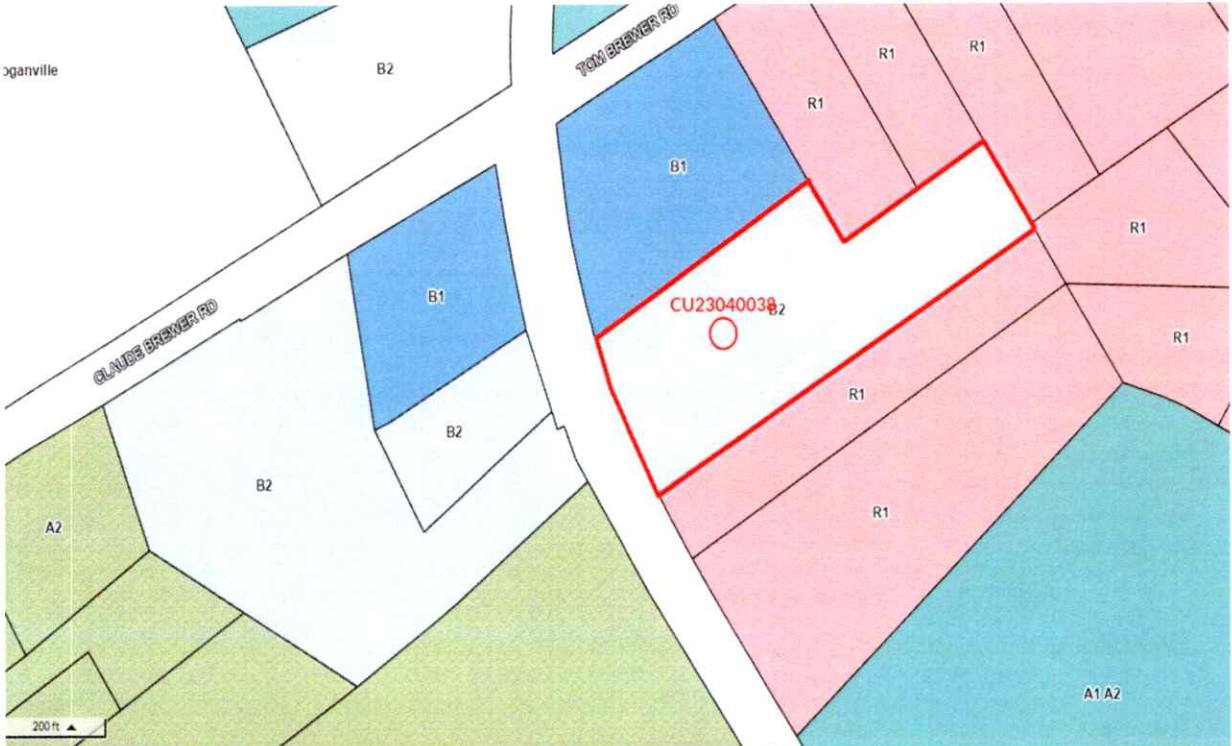
Applicant:
Fast Cutting LLC (Alexandra Karakos)
1855 Temple Johnson Road
Loganville, Georgia 30052

Owner:
Todd & Teresa Hicks
2828 Fork Road
Gainesville, Georgia 30506



Existing Site Conditions: Property contains 3.83 acres and is vacant land.

The surrounding properties are zoned B2 and R1.



Staff Comments/Concerns: The property was rezoned to B2 in 2013 with no conditions.

Outdoor Storage (20)

- A. Outdoor storage yards shall be set back at least 15 feet from any side or rear property lines.
- B. Use shall be screened by a solid fence at least eight (8) feet high.
- C. The setback distance shall be appropriately landscaped to provide a vegetative screen.
- D. Outdoor storage shall not be located in any required front yard building setback area.

History:

CU00785	West Walton Church of Christ	Build church	N047A-3 Hwy 81	Withdrawn
Z13060006	Bobby Bullard	A-1 to B-2 Storage Facility	N047A-3 2955 Georgia Hwy 81	Approved

Comments and Recommendations from various Agencies:

Public Works: Public Works has No Issue with Approval of this Request on GDOT Right of Way.

Sheriffs' Department: No impact to the Walton County Sheriff's Office.

Water Authority: This is served by an existing 12" water main along Highway 81 (static pressure: 120 psi, Estimated fire flow available: 2,400 gpm @ 20 psi). No system impacts anticipated.

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Fire Hydrant shall be located within 500' ft. of all buildings erected.

Fire Department Review: Facilities shall comply with a current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Fire Hydrant shall be located within 500' ft. of all buildings erected on site.

Board of Education: Will have no effect on the Walton County School District.

Development Inspector: No comment received.

DOT Comments: Per Christopher Hash – CU23040038 located on Highway 81 has reached out to us and provided a concept. They will need to continue to coordinate with us.

PC ACTION 6/1/2023:

1. **Conditional Use CU23040038 – Conditional Use for outside storage- Applicant: Fast Cutting LLC (Alexandra Karakos)/Owners: Todd & Teresa Hicks - Property located at 2955 Hwy 81, Map/Parcel N047A003 – District 2.**

Presentation: Alexandra Karakos represented the case. She is asking for a conditional use for outside storage. She owns All Seasons Tree Service and has been in business for about 20 years. Her company works all over Atlanta, Georgia and works with lots of schools. She lives in Gwinnett County, and she would like to move her business to Walton County. She does commercial and residential tree removal. She is asking for outdoor storage of her trucks, chippers and equipment. She is not putting a building on the property right now. They are going to use the front part of the property and leave the back part natural and not disturbing it. They will put up an 8 ft. fence to shield neighbors. They have talked to GDOT, and they are to do a right entrance in and right entrance out. Their work hours are leave around 7:30 or 7:45 a.m. and return around 3:00 p.m. and 5:00 p.m. in the afternoon. This will not be disturbing the neighbors. It was recommended by GDOT that this property and the convenience store share the driveway, but the owner of the convenience store denied that.

Speaking: No one

Recommendation: Pete Myers made a motion to recommend approval as submitted with a second by John Pringle. The motion carried unanimously.

Conditional Use Application # CU23040038

Planning Comm. Meeting Date 06-01-23 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 07-11-23 at 6:00PM held at **WC Historical Court House**
You or a representative must be present at both meetings

Please Type or Print Legibly

Map/Parcel N047A003

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Fast Cutting LLC</u>	<u>Todd and Teresa Hicks</u>
<u>1855 Temple Johnson Rd</u>	<u>2828 Fork Rd</u>
<u>Loganville, Ga. 30052</u>	<u>Gainesville, Ga. 30506</u> <small>(If more than one owner, attach Exhibit "A")</small>
E-mail: <u>forallseasonstreeservice@gmail.com</u>	
Phone # <u>770-736-7070</u>	Phone # <u>678-910-7118</u>
Location <u>2955 Hwy 81</u>	Present Zoning <u>B2</u> Acreage <u>3.83</u>
Existing Use of Property: <u>Undeveloped</u>	
Existing Structures: <u>None</u>	
Property is serviced by:	
Public Water: <u>X</u> Provider: <u>Walton County</u> Well: _____	
Public Sewer: _____ Provider: _____ Septic Tank: <u>X</u>	
The purpose of this conditional use is: <u>To allow the parking of commercial trucks and some outside storage of equipment, selling of firewood</u>	
<p>The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.</p> <p><u>Alexandra Kradin</u> <u>4/28/23</u> \$ <u>350.00</u> <input checked="" type="checkbox"/> Fee Paid</p> <p>Signature Date</p>	
<p>Public Notice sign will be placed and removed by P&D Office Signs will not be removed until after Board of Commissioners meeting</p>	
Office Use Only:	
Existing Zoning <u>Ba</u>	Surrounding Zoning: North <u>B2</u> South <u>R1</u> East <u>B1</u> West <u>R1</u>
Comprehensive Land Use: <u>Suburban</u>	
Commission District: <u>2-Banks</u>	Watershed: <u>/</u>

I hereby withdraw the above application _____ Date: _____

**AUTHORIZATION
BY PROPERTY OWNER**

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: Fast Cutting LLC/Alexandra Karakos

Address: 1855 Temple Johnson Rd Loganville, Ga. 30052

Telephone: 770-736-7070

Location of Property: 2955 Hwy 81/Loganville

Map/Parcel Number: N047A003

Current Zoning: B2 Requested Zoning: N/A

Teresa K. Hicks
Property Owner Signature

Todd Hicks
Property Owner Signature

Print Name: TERESA K. Hicks

Print Name: TODD Hicks

Address: 2828 Fork Rd GAINESVILLE

Address: 2828 Fork Rd. GAINESVILLE, GA 30506

Phone #: 404.374.9538 GA 30506

Phone #: 678.910.7118

Personally appeared before me and who swears that the information contained in this authorization is true and correct to the best of his/her knowledge.

[Signature]
Notary Public

4-20-25
Date



Standard Review Questions:

Provide a written, documented, detailed analysis of the impact of the proposed zoning map amendment or conditional use with respect to each of the standards and factors specified in Section 160 listed below:

Conditional Use Permit Criteria

1. **Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors.**
All setbacks are shown on associated Conditional Use Permit Site Plan by Bullard Land Planning. Site will be enclosed by a 8 foot opaque fence to help limit adverse conditions listed from adjacent properties.
2. **Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.**
Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered by this conditional use request.
3. **Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use.**
The proposed site design will provide required off street parking and entrances in terms of location, amount and design to serve the proposed use.
4. **Public facilities and utilities are capable of adequately serving the proposed use.**
The proposed use will require very little service from Public facilities and Utilities.
5. **The proposed use will not adversely affect the level of property values or general character of the area.**
The proposed use will not adversely affect property values or the general character of the area. There is an existing gas station/convenience store next door and a self storage facility is being built directly across the street.

Letter of Intent
April 27th, 2023
2955 Ga Hwy. 81
Loganville, GA, 30052
Parcel: N047A003

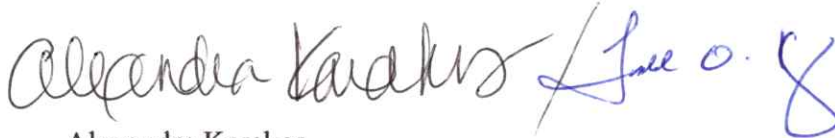
To Whom It May Concern:

Todd and Teresa Hicks own the above referenced 3.885-acre property. We would like to purchase the property and operate our tree service business from this location. To be able to store our trucks and some equipment outside on this B2 zoned property we would like Walton County to consider this request for a Conditional Use Permit.


Please see the attached Conditional Use Permit plan and application with all required exhibits.

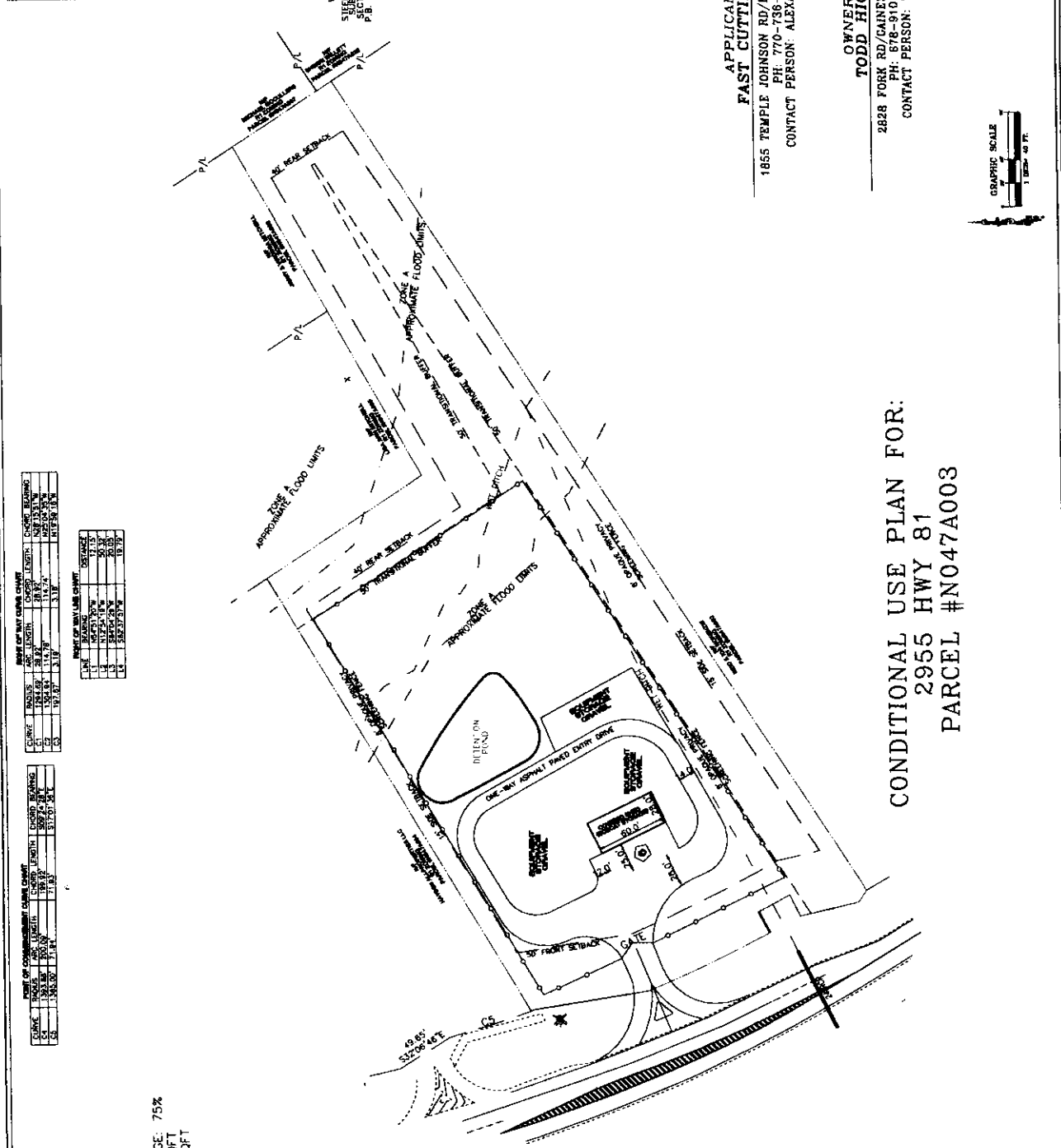
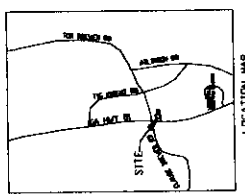
Please let us know if we can assist you in any information or questions you may have about this matter.

Thank you,

A handwritten signature in blue ink that reads "Alexandra Karakos" followed by a stylized flourish that includes the letters "LLC" and a large number "8".

Alexandra Karakos
Fast Cutting LLC
770-736-7070

PROJECT NAME & ADDRESS 2955 HWY 81 LOGANVILLE, GA 30052	BULLARD LAND PLANNING & CONSULTANTS 3750 CANNONWOOD DR KENNESAW, GA 30144 (770) 428-1128 CONTACT: BOBBY BULLARD (770) 428-1128 bpb@bullard.com	PROFESSIONAL 	SCALE: AS SHOWN JOB NUMBER: 22-1118 DATE: 04-14-18 DRAWN BY: JTB	SHEET NUMBER: 1 OF 1
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NAME OF CURVE			
CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	124.69'	28.42'	N42°13'14"W
C2	150.48'	11.67'	N15°38'13"E
C3	110.00'	3.10'	N15°38'13"E

NAME OF WYLINE CURVE			
WYLINE	RADIUS	CHORD BEARING	CHORD LENGTH
W1	124.69'	N42°13'14"W	28.42'
W2	150.48'	N15°38'13"E	11.67'
W3	110.00'	N15°38'13"E	3.10'

NAME OF CURVE			
CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	124.69'	28.42'	N42°13'14"W
C2	150.48'	11.67'	N15°38'13"E
C3	110.00'	3.10'	N15°38'13"E

SITE INFORMATION
 EXISTING ZONING: B2
 SITE AREA: 3.885 ACRES
 FRONT YARD SETBACK: 50 FEET
 SIDE YARD SETBACK: 15 FEET
 REAR YARD SETBACK: 40 FEET
 IMPERVIOUS AREA: ACRES
 ALLOWED IMPERVIOUS PERCENTAGE: 75%
 MINIMUM FLOOR AREA = 400 SQFT
 MINIMUM LOT AREA = 25,500 SQFT
 MAXIMUM HEIGHT = 3 STORIES

APPLICANT:
FAST CUTTING LLC
 1855 TEMPLE JOHNSON RD/LOGANVILLE, GA. 30052
 PH: 770-736-7070
 CONTACT PERSON: ALEXANDRA KARAKOS

OWNER:
TODD HICKS
 2828 FORK RD/CAINESVILLE, GA. 30506
 PH: 678-910-7118
 CONTACT PERSON: TODD HICKS

CONDITIONAL USE PLAN FOR:
2955 HWY 81
PARCEL #N047A003





Planning and Development Department Case Information

Case Number: Z23040021

Meeting Dates: Planning Commission 06-01-2023
Board of Commissioners 07-11-2023

Current Zoning: A1

Request: Rezone 8.74 acres from A1 to B3 for truck parking facility and Variance to reduce minimum building setback on eastern property adjacent to C & D Landfill to 5 ft.

Address: 120 Highway 78, Monroe, Georgia 30655

Map Number: C1890002

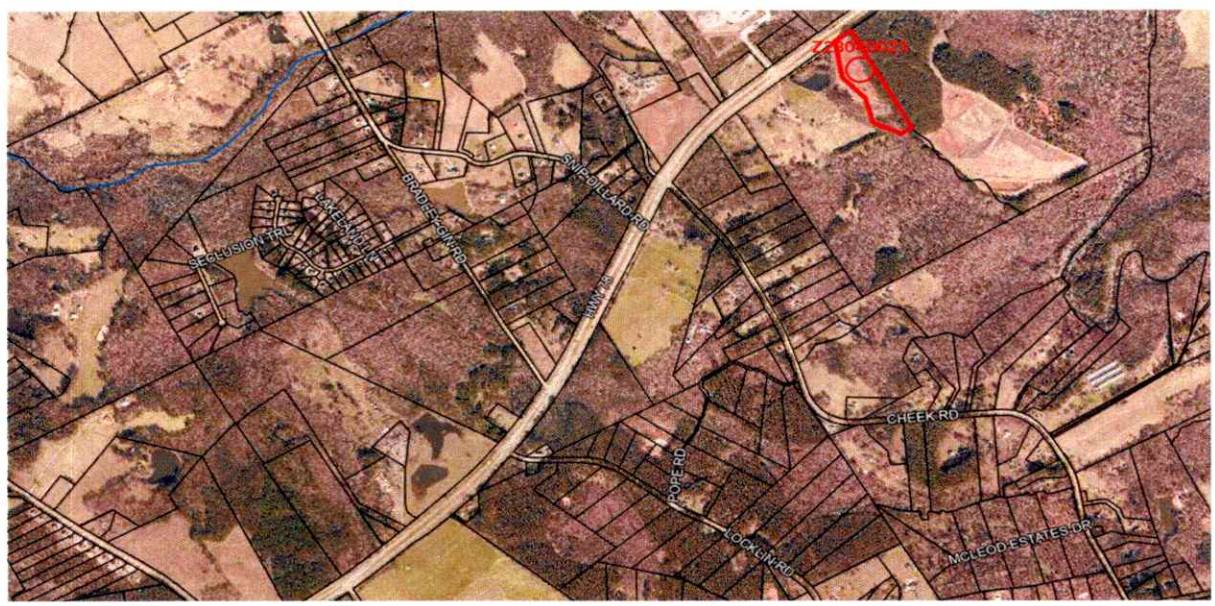
Site Area: 8.74 acres

Character Area: Highway Corridor

District 4: Commissioner – Lee Bradford Planning Commission – Brad Bettis

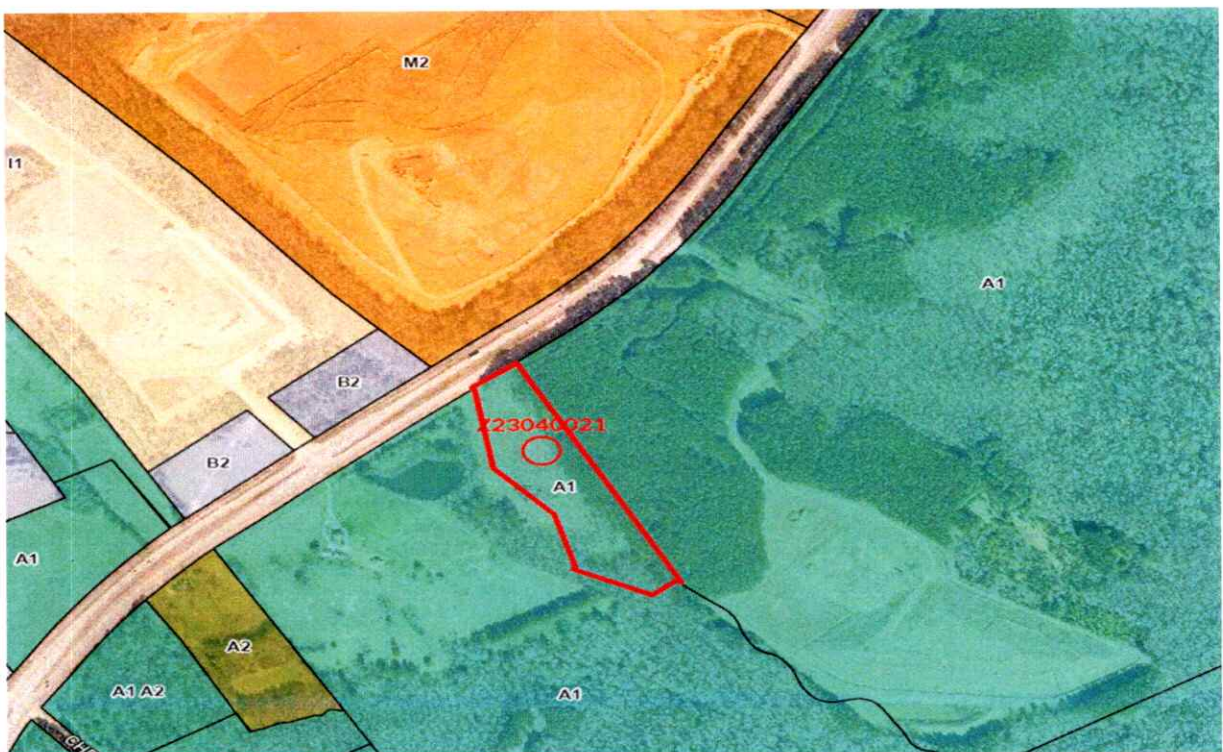
Applicant:
Grewal Ventures LLC (Sonny Singh)
304 Brook Hollow Lane
Loganville, Georgia 30052

Owner:
Pinnacle Sports Academy LLC
1230 Nunn Road
Bishop, Georgia 30621



Existing Site Conditions: Property consists of 1.05 acres.

The surrounding properties are zoned A2, B3, and A1.



Staff Comments/Concerns:

Outdoor Storage of Commercial Vehicles (20)

(Conditional use in B2, allowed by right in B3, M1 and M2) Open storage of Operational recreational vehicles and dry storage of pleasure boats of the type customarily maintained by private individuals for their personal use, truck and/or trailers, antique cars and other vehicles shall be permitted provided the following conditions are met. (5-3-22)

- (1) The area so designated shall be clearly delineated upon the site plan submitted for approval by the county.
- (2) The storage area shall be entirely screened from view from adjacent residential properties and public streets by a building or by the installation of an eight-foot high opaque wall or fence.
- (3) Vehicles shall not be stored within the area set aside for minimum building setbacks.
- (4) No vehicle maintenance, washing, or repair shall be permitted on site. Pleasure boats stored on site shall be stored upon wheeled trailers. No dry stacking of boats shall be permitted on site.

(5) No vehicle shall be allowed to sit and run idle from 7:00pm to 7:00am unless located in an industrial park and not adjacent to any single family dwelling.

(6) Outdoor lighting fixtures designed or placed so as to illuminate any portion of a site shall meet the following requirements:

- a. Parking areas abutting residential uses shall only use cut-off luminaire fixtures mounted in such a manner that its cone of light does not cross any property line of the site.
- b. Only incandescent, florescent, metal halide, or color corrected high-pressure sodium may be used. The same type of lighting must be used for the same or similar types of lighting on any one site.
- c. Illumination shall be designed to restrict glare and shall be directed internally so as to minimize impact on adjoining properties.

History:

CU19120006	Jeff Van De Mark	2 soccer fields	C1890002 Highway 78	Approved with conditions
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Conditions:

- 1. Any lighting be covered and be positioned downward and inward on the property and that all activity would cease by 10:00 p.m.

A21030015	Jeff VanDeMark	1 handicapped accessible unisex bathroom and supp restrooms in lieu of having 2 more installed bathrooms	C1890002 120 Highway 78	Approved w/conditions
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Conditions:

- 1. Permanent ADA bathroom (with shelled out area for 2nd required ADA bathroom) and portable ADA bathroom on property at all times.
- 2. Hard surface walkway to the bathrooms.
- 3. Nine months after the facility has the final then the balance of the bathrooms need to be built.

Comments and Recommendations from various Agencies:

Public Works: Public Works has No Issue with Approval of this Request on GDOT Right of Way.

Sheriffs' Department: Walton County Sheriff's Office should not be affected if the guidelines on the application are enforced. I would suggest the use of security cameras as an added measure of security.

Water Authority: This area is currently served by a 12" water main along Highway 78. (static pressure: 120 psi, Estimated fire flow available: 950 gpm @ 20 psi). No system impacts anticipated.

Fire Marshal Review: Facilities shall comply with a current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances.

Fire Department Review: No added issues.

Board of Education: This will have no effect on the Walton County School District.

Development Inspector: No comment received.

DOT Comments: Per Christopher Hash with DOT – Z23040021 located on SR 10 has reached out to us, however we have not received a concept yet. They will also need to coordinate with us.

PC ACTION 6/1/2023:

1. **Rezone Z23040021 – Rezone 8.74 acres from A1 to B3 for truck parking facility and Variance to reduce min building setback to 5 ft on eastern side of property- Applicant: Grewal Ventures LLC c/o Sonny Singh/Owner: Pinnacle Sports Academy LLC-Property located at 120 Hwy 78, Map/Parcel C1890002 – District 4.**

Presentation: John Brewer with W & A Engineering represented the case for the Applicant, Sonny Singh. The Applicant would like to rezone 8.73 acres from A1 to B3. They would like to have truck parking for approximately 150 vehicles with access off of Highway 78. This is the perfect site for this. They are also asking for a Variance to reduce setbacks on the eastern side of the property. To the east of this property is C & D Landfill and there is 1 adjoining property owner who has no problem with truck parking. On the west side is an agricultural zoning and it is 875 ft. from the property line and 1,000 ft. from where the trucks will be parking. There will be 275 ft. natural hardwood buffer on the residential side.

Brad Bettis stated that his biggest question is – is this for recreational vehicles or over road trucks and Mr. Brewer stated that it was for over road trucks and there would be no office or bathroom. They will drop off the vehicles and there will be no overnight sleeping there.

Brad Bettis asked about the access, and would it be a gated entrance and Mr. Brewer advised that they would follow whatever GDOT told them but it was strictly an in and out entrance.

It was brought up about overnight dropping off of vehicles and Mr. Brewer stated that it would be during the day.

Speaking: Ed Layman who is the president of the homeowner's association of Bradley Ginn Subdivision spoke. He stated that the added number of vehicles that go down and have to turn around at the landfill is a good bit of traffic and this will create a lot more traffic. Mr. Layman stated that he did not see the need for truck parking or mini warehouses in the county. He stated that he is representing 65 members of the homeowners off Brady Gin Road. This is approximately 1 ½ miles from the site to the subdivision.

Mr. Brewer came back for rebuttal and stated that we cannot control or contain the traffic and as we grow, we recognize there will be more vehicles on the road. It was brought up about a traffic study for GDOT. He understands that people live around there, and they have every right to oppose the rezone. This is the best place for truck parking and the adjoining neighbor has no issues. He also stated that if the adjoining neighbors in Bradley Gin Subdivision or people that it would affect is not here and the sign has been posted and advertised.

Mr. Layman stated that there should be another place for this and as a property owner and a more concerned citizen that he opposes the rezone.

Recommendation: Brad Bettis stated that he realizes where Highway 78 is, and that development will take place along the highway. This issue is a gateway to Walton County and the amount of industrial land that is there. The truck parking is not a good fit for that tract of land, so he is recommended denial with a second by John Pringle. Pete Myers also voted to recommend denial. Tim Hinton and Wesley Sisk voted to approve the rezone. The motion to deny carried 4 to 2.

Rezone Application # Z23040021 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 6-1-2023 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 7-11-2023 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C1890002

Applicant Name/Address/Phone #

Grewal Ventures LLC c/o Sonny Singh

304 Brook Hollow Lane Loganville, GA 30052

Property Owner Name/Address/Phone

PINNACLE SPORTS ACADEMY LLC

1230 NUNN RD

BISHOP, GA 30621

E-mail address: saranpreet.singh85@gmail.com

(If more than one owner, attach Exhibit "A")

Phone # 770-686-6721

Phone # 404-942-2000

Location: 120 HWY 78 Requested Zoning B3 Acreage 8.74

Existing Use of Property: A-1 Timber Tract

Existing Structures: Barn

The purpose of this rezone is To create a truck parking facility

WITH VARIANCE TO REDUCE MINIMUM BUILDING SETBACK
ON EASTERN TR. ADJACENT TO C:D LAND F.11 TO 5ft

Property is serviced by the following:

Public Water: Provider: Walton County Well: _____

Public Sewer: _____ Provider: _____ Septic Tank:

The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.

Signature [Signature] Date 4-3-2023 Fee Paid \$ 550.00

Public Notice sign will be placed and removed by P&D Office

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1 Surrounding Zoning: North B2/M2/I1 South A1
East A1 West A1

Comprehensive Land Use: Highway Corridor **DRI Required?** Y _____ N

Commission District: 004 Watershed: none TMP _____

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: W: A ENGINEERING JOHN BREWER

Address: 224 ALCORN ST MADISON

Telephone: 770-757-4760

Location of Property: 120 HWY 78

Map Parcel Number: C 1890000 2

Current Zoning: A-1

Requested Zoning: B-3

[Signature]
Applicant Signature

[Signature]
Property Owner Signature

[Signature]
Applicant Signature

[Signature]
Property Owner Signature

[Signature]
Applicant Signature

[Signature]
Property Owner Signature

[Signature]
Applicant Signature

[Signature]
Property Owner Signature

Article 4, Part 4, Section 160 Standard Review Questions:

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;
North by Hwy 78 B2, I1 and M2 Landfill and Sand Removal
South East and West by A1

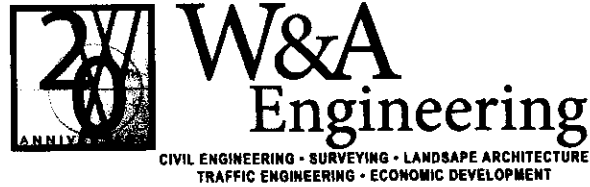
2. The extent to which property values are diminished by the particular zoning restrictions;
None anticipated

3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
None anticipated

4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
To provide beneficial Truck parking along Hwy 78 East Corridor
The tract to the NE is a 381 acre tract located across from 200 acres zoned M2
The tract to the South and East is located across 78 from B2 and I1 zoning
No hardship is foreseen.

5. The suitability of the subject property for the zoned purposes; and
The existing topography and site location along the Hwy 78 corridor
is an ideal area for this project

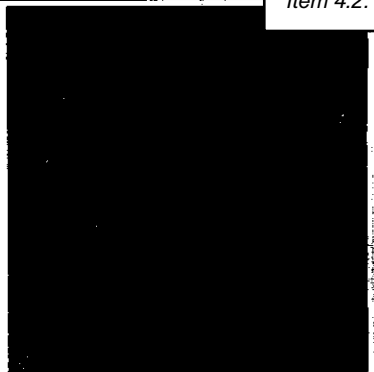
6. The length of time the property has been vacant as zoned, considered in
the context of land development in the area in the vicinity of the property
The property is vacant and was timbered within the last 3 years. It is located across the
Highway from a C&D Landfill and a River Sand production buisness



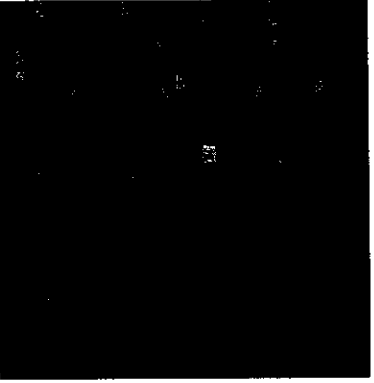
To whom it may concern,

I am requesting for rezone of a 8.73 Acre tract of land located on Hwy 78 from A1 to B3 to construct a truck parking site. The site will accommodate up to 150 vehicles. The access to Hwy 78, the location near the county line and surrounding zoning in our opinion makes this a perfect site. Thanks for your consideration.

Sincerely, Grewal Ventures, LLC



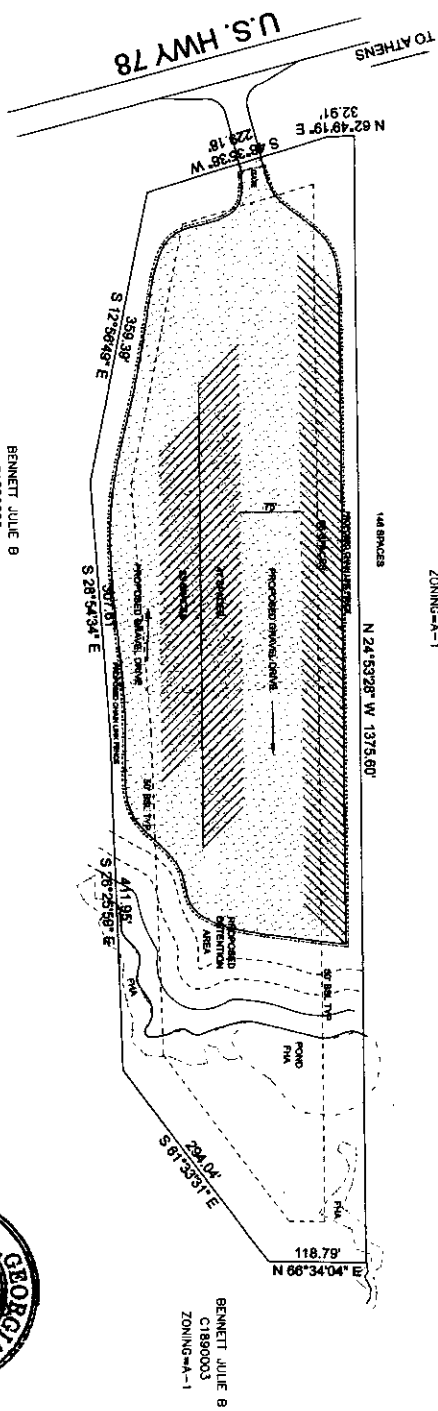
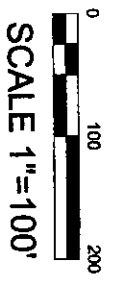
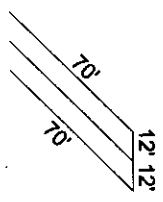
VICINITY MAP
NORTH SCALE



FUTURE LAND USE MAP
NORTH SCALE

NOTES:
PROJECT AREA=8.738 ACRES
DEVELOPED AREA=5.3 ACRES 61%
OPEN SPACE=3.44 ACRES 39%
PROPOSED 150 SPACES
PROJECT IS LOCATED IN A
ZONE X SFHA
FIRM 13397C0155E
DATED 12/01/2022

TYPICAL
PROPOSED
TRUCK PARKING
SPACE
12' x 12'



BENNETT, JULIE B
C1890003
ZONING-A-1

OWNER
PINNACLE SPORTS ACADEMY, LLC
1230 NUNN RD BISHOP, GA 30621
TAX PARCEL C11890002
EXISTING ZONING A-1
PROPOSED ZONING B-3

DEVELOPER
Grewal Ventures LLC c/o Sunny Singh
304 Brook Hollow Lane Loganville, GA 30052
TAX PARCEL C1890002
EXISTING ZONING A-1
PROPOSED ZONING B-3
ARTICLE 4 SECTION 210

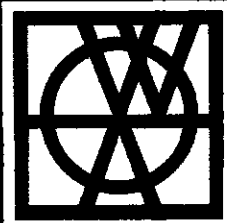
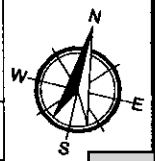


NOT FOR RECORDING
REZONE CONCEPT PLAN

APPALACHEE PARK

PARCEL C1890002
LANDLOT 252 3RD DISTRICT
WALTON COUNTY, GEORGIA

PROJECT NO 230118
APRIL 3RD, 2023



W&A ENGINEERING
A Better Communities Collaborative Company
ATHENS • ATLANTA • AUGUSTA • BIRMINGHAM • MONROE • NASHVILLE
1002 South Broad Street
Monroe, Georgia 30655
770.267.4703
info@WAengineering.com
www.WAengineering.com

R. Matthew Reeves
Email: mreeves@atclawfirm.com

Telephone: 770.822.0900
Direct Dial: 770.236.9768
Direct Fax: 770.236.9778

July 11, 2023

Via Email and Hand Delivery

Walton County, Georgia
The Hon. David Thompson, Board of Commissioners Chair
and the Board of Commissioners
c/o Chip Ferguson, Esq., County Attorney
111 S. Broad Street
Monroe, GA 30655
davidg.thompson@co.walton.ga.us

Ms. Charna Parker, Zoning Director
c/o Chip Ferguson, Esq., County Attorney
Atkinson Ferguson, LLC
118 Court Street
Monroe, GA 30622
cferguson@atkinsonferguson.com

**Re: Settlement of Z20110015, 85.48 acres from A1 to R1 with Conditions
Lexes Homes and Snows Mill Road v. Walton County
Case No. SUCV2021000367**

Dear Chairman Thompson, Commission Members, Ms. Parker, Mr. Ferguson
and To Whom it May Concern:

This letter is written on behalf of Lexes Homes and Snows Mill Road in support of Agenda Item 5.3. Enclosed are renderings showing renderings of high-quality custom homes and the neighborhood entrance which formed the basis of the following zoning conditions which exceed County standards and will produce a high-quality home product that will be beneficial to the property values of all considered. This will lead to a better result than the current zoning.

**PROPOSED REZONING CONDITIONS
LEXES HOMES, INC.
WALTON COUNTY REZONE APPLICATION NO.: Z20110015**

- 1. Neighborhood to be controlled by a mandatory Homeowner's Association with design and building covenants and restrictions.**

- 2. Minimum Square Footage:**
 - a. Ranch 2200**
 - b. Two Story 2400**

3. Country Asphalt Road sixty foot right of way; twenty-four foot asphalt; eighteen foot shoulder with ditches on each side of the asphalt road. There shall be no curb, gutter, or catch basins required. Water shall drain away from the homes and into the stormwater ditches. There shall be a one hundred foot entrance right of way with a landscaped island in the center with a thirty inch concrete curb around the island.

4. Lots shall be graded for water to flow away from the homes to the stormwater ditches.

5. Minimum lot size to be 1 acre with a maximum of 64 lots.

6. Minimum Yard Size:

- | | | |
|----|-------|-----|
| a. | Front | 40' |
| b. | Rear | 40' |
| c. | Side | 15' |

7. All homes shall comply with Walton County Specific Regulations for Single Family Dwellings in A, A-1, A-2, R-1, R-2 & R-3 Zoning Categories.

8. The minimum requirement is brick up to the water table on front and sides of the home.

9. Front porches shall have masonry face and pavers preferred but not required.

10. The masonry stoops and steps on front and side of home, minimum width shall be 5'.

11. Roofs shall have a pitch of:

- | | |
|----|--|
| a. | 10/12 minimum on main body front to back |
| b. | 9/12 minimum on ranch style homes |
| c. | 12/12 minimum on pitch on accent gables unless approved by ARC |

12. All dwelling facades shall be constructed of wood, siding, cement fiber siding, brick, stone, stucco, or other masonry type products. Vinyl and aluminum siding is prohibited.

13. Front and side chimneys shall be masonry; chimney's that penetrate the roof may be stucco, synthetic stone or shakes.

14. All garage doors must be side facing except on lots that are less than 30' from the property line to the garage door.

15. All yards shall be sodded.

16. All shingles shall be architectural shingles.

17. All homes shall obtain the approval of the ARC prior to beginning construction of the home. The Declaration shall provide design standards for not only the home, but the yard, fences, and retaining walls and a specific list of restrictions for the development.

Also enclosed is a new 64-lot site plan which my clients plan to develop in substantial conformity therewith, but object to a site-plan specific rezoning.

Thank you for your consideration of this rezoning request which would settle a lawsuit. My clients reserve all rights and respectfully present constitutional objections to any rezoning of the property other than the requested zoning and conditions outlined above.

Sincerely,

ANDERSEN, TATE & CARR, P.C.

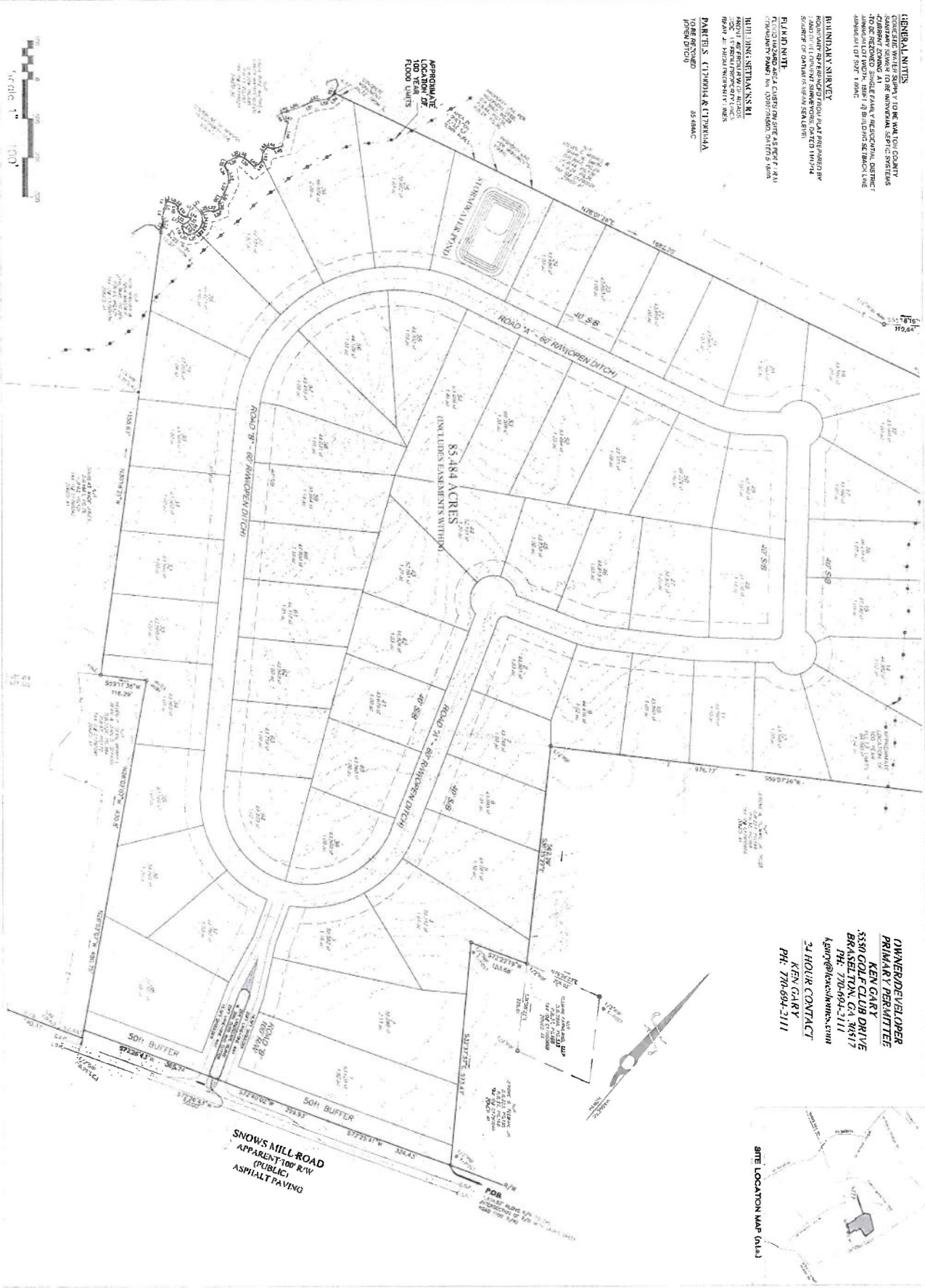
/s/ Matt Reeves

R. Matthew Reeves

RMR:tfb

Enclosure

cc: Mr. Ken Gary, Lexes Homes and Snows Mill Road
Paul Rosenthal, Esq.



GENERAL NOTES
 GENERAL WATER SURVEY TO BE MADE TO COUNTY
 ENGINEER'S OFFICE AT THE COUNTY ENGINEER'S
 OFFICE. ALL SURVEYING SHALL BE IN ACCORDANCE
 WITH THE SURVEYING ACTS OF 1909 AND 1917.
 NO RECORD SHALL BE MADE OF ANY SURVEYING
 UNLESS IT IS APPROVED BY THE COUNTY ENGINEER'S
 OFFICE.

BOUNDARY SURVEY
 BOUNDARY SURVEY OF THE PROPERTY TO BE
 SURVEYED BY THE SURVEYOR. THE SURVEY SHALL
 BE MADE IN ACCORDANCE WITH THE SURVEYING
 ACTS OF 1909 AND 1917.

FIELD NOTE
 FIELD NOTE TO BE MADE BY THE SURVEYOR
 AT THE TIME OF THE SURVEY. THE NOTE SHALL
 BE MADE IN ACCORDANCE WITH THE SURVEYING
 ACTS OF 1909 AND 1917.

DATE RECORDED
 05/04/00

OWNER/DEVELOPER
 PRIMAVERA ENTERPRISES
 KEN GARY
 5580 OLF CLUB DRIVE
 BRANSON, MO, 64617
 kgary@branson.com

24 HOUR CONTACT
 KEN GARY
 PH: 770-694-2111

SITE LOCATION MAP (G14)

<p>06/23/2021 SHEET 1</p>		<p>REC'D BY PLAT FOR SNOWS MILL ROAD WALTON COUNTY, GEORGIA 219 & 220 MOUNTAIN DR. 24522 - 2 0175004 & 0175004A</p>	<p>300 WEST HAY STREET WINDER, GA, 30680 PHONE: (770) 687-6219 Sullins Engineering, LLC CONTACT: MATTHEW SULLINS CIVIL ENGINEERS ~ LAND PLANNERS</p>	<p>ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SULLINS ENGINEERING, LLC.</p>
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Jan 2011

HEDGEROWS

Let us Custom Build your Dream Home!



*We have many House Plans to chose from
or we can build your own Floor Plan*

Select your own Lot

All information is believed to be accurate, but not warranted. These offers are subject to errors, omissions, prior sale and withdrawal without notice.



G&O
CLASSIC HOMES
27 CITY SQUARE ROSCHTON, GA 30548
PHONE (706) 654-9000 FAX (706) 658-2988
WWW.GOCLASSICHOMES.COM

FOR MORE INFORMATION CALL
678 300 7106
KEN GARY

Jan 2011

HEDGEROWS

The Castleford



Distinguished Floor Plan Features

- Four Bedrooms and Three Full Bathrooms
- Oversized Owner's Suite on Main Floor with a vaulted Ceiling
- Owner's Bath with His/Her Vanities, Garden Tub, and Huge Walk-in Closet
- One additional Bedroom on Main Floor
- Two Car Garage
- Two-story Foyer
- Oak Staircase and Iron baluster
- Dining Room, & Great Room with Fireplace
- Laundry Room on First Floor
- Second Floor Guest Bedrooms with Private Baths and Walk-in Closets
- Large loft area on second floor with overlook to family room
- Optional Bonus room
- Custom built Kitchen with Island
- Large Breakfast Room
- Vaulted Family room

All information is believed to be accurate, but not warranted. These offers are subject to errors, omissions, prior sale and withdrawal without notice.



G&O
CLASSIC HOMES

27 CITY SQUARE, HOUGHTON, GA 30548
PHONE: (706) 654-9000, FAX: (706) 658-2968
WWW.GOCLASSICHOMES.COM

FOR MORE INFORMATION CALL
678 300 7106



Jan 2011

HEDGEROWS

The Neyland



Distinguished Floor Plan Features

- Five Bedrooms and Four Full Bathrooms
- Three Car Garage
- Two-story Foyer with an Oak Staircase and Iron Baluster, Cat-walk upstairs
- Formal Living Room and a Dining Room
- Great Room with Fireplace
- Custom built Kitchen with Island, Family Walk-in Pantry
- Large Breakfast Room
- Office / Bedroom on Main Floor with Closet and Full Bath
- Oversized Owner's Suite on Second Floor with a Double Tray Ceiling and Sitting Area
- Owner's Bath with His/Her Vanities, Garden Tub, and Huge Walk-in Closet
- Laundry Room on Second Floor
- Second Floor Guest Bedroom with Private Bath and Walk-in Closet
- Second Floor Jack and Jill Bedrooms with a Shared Bath

All information is believed to be accurate, but not warranted. These offers are subject to errors, omissions, prior sale and withdrawal without notice.



G&O
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FOR MORE INFORMATION CALL
678 300 7106





Planning and Development Department Case Information

Case Number: AZ23060003

Meeting Dates: Board of Commissioners: 07-11-2023

Current Zoning: B3

Request: Rezone Z22070003 was approved on this property on September 13, 2022 with the following conditions:

1. Outside lighting to be downward facing
2. 200 ft. buffer to remain on right side of driveway
3. All outside activities to end by 11:00 p.m.

Applicant is requesting that the zoning condition as to the 200 ft. buffer to remain on right side of driveway to be removed.

Address: 1700 Snows Mill Road

Map Number: C1650002 Site Area: 17.22 acres

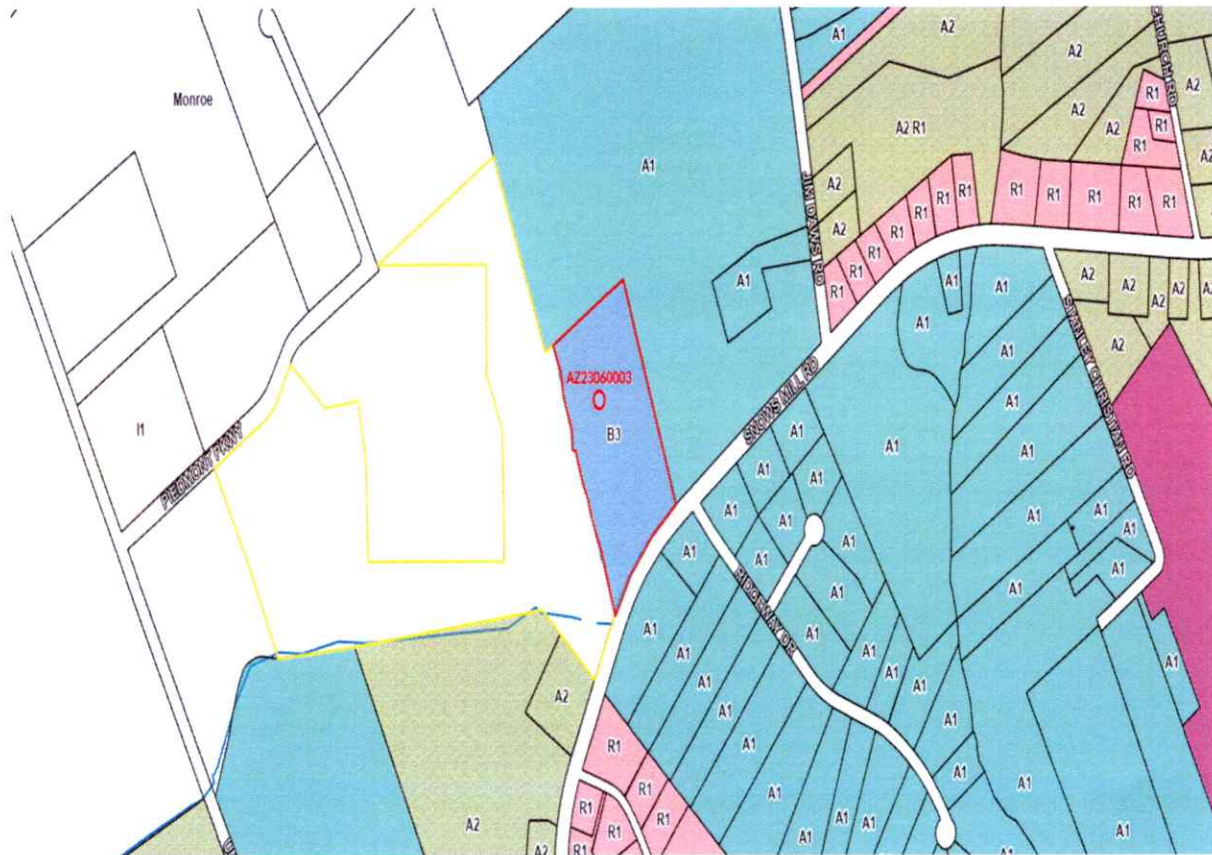
Character Area: Rural Residential

District 6: Commissioner – Kirklyn Dixon Planning Commission – Timothy J Kemp

Applicant/Owner:
Walton County Veterans Association Inc.
420 Laura Drive
Monroe, Georgia 30655



Existing Site Conditions: Property consists of 17.22 acres.



The surrounding properties are zoned A1 & City of Monroe.

Staff Comments/Concerns:

History:

Z22070003	Walton County Veterans Assoc	Rezone to B3 for a VFW Meeting Hall	C165/002 1700 Snows Mill Road	Approved w/conditions
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Public Works:

City of Monroe:

Alteration To Zoning Conditions Application # AZ23060003 Application to Amend the Official Zoning Map of Walton County, Georgia

Board of Comm Meeting Date 07/11/2023 at 6:00PM held at **WC Historical Court House**
You or your agent must attend the meeting

Map/Parcel C165/002 - District 6

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Walton County Veterans Association, Inc.</u>	<u>Walton County Veterans Association, Inc.</u>
<u>420 Laura Drive</u>	<u>420 Laura Drive</u>
<u>Monroe, GA 30655</u>	<u>Monroe, GA 30655</u>

E-mail address: scott.whisnant@co.walton.ga.us (If more than one owner, attach Exhibit "A")

Phone # 770-267-1434 Phone # 770-267-1434

Location: 1700 Snows Mill Rd. Zoning B3 Acreage 17.233 Ac.

Existing Use of Property: Vacant

Existing Structures: None

List requested conditions to be removed or changed Requesting removal of condition #2
which states "200 FT. BUFFER TO REMAIN ON RIGHT SIDE OF DRIVEWAY".

The owner would like to provide primary parking in the front of the building with
overflow parking in the rear of the building & proposes providing 200' from the
right of way to the building.

Property is serviced by the following:

Public Water: Yes Provider: City of Monroe Utilities Department Well: _____

Public Sewer: No Provider: _____ Septic Tank: Yes

The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.

<u>[Signature]</u>	<u>06/01/23</u>	<u>\$ 250.00</u>
Signature	Date	Fee Paid

Public Notice sign will be placed and removed by P&D Office
Signs will not be removed until after Board of Commissioners meeting

Office Use Only:
Existing Zoning B3 Surrounding Zoning: North A1 South A1
East City of Monroe West A1

Comprehensive Land Use: Rural Residential

Commission District: 6 - Kirklyn Dixon Watershed: 7 TMP -

I hereby withdraw the above application _____ Date _____

STATE OF GEORGIA
COUNTY OF WALTON

CASE NO. Z22070003

1. Rezone – Z22070003 – Rezone 17.223 from M1 to B3 for a VFW Meeting Hall -
Applicant: Walton Co Veterans Assoc/Owner: Development Authority of Walton Co -
Property located on 1700 Snows Mill Rd-Map/Parcel C165/002 – District 6.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF WALTON COUNTY, GEORGIA

WHEREAS, the Walton County Planning Commission held a duly advertised public hearing and filed a formal recommendation with the Board of Commissioners of Walton County upon an Application to Amend the Official Zoning Map of Walton County from M1 TO B3 by WALTON COUNTY VETERANS ASSOCIATION for the proposed use VFW MEETING HALL AT 1700 SNOWS MILL ROAD, Map/Parcel ID C165002; and

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map of Walton County has been duly published in The Walton Tribune, the Official News Organ of Walton County; and

WHEREAS, a public hearing was held by the Board of Commissioners of Walton County on 09-13-2022 and objections were not filed.

NOW, THEREFORE, the Board of Commissioners of Walton County, Georgia, hereby ordains that the aforesaid Application to Amend the Official Zoning Map of Walton County from M1 to B3 in Case No. Z22070003 is hereby **APPROVED WITH THE FOLLOWING CONDITIONS:**

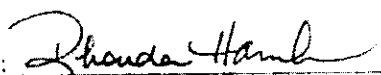
1. **OUTSIDE LIGHTING TO BE DOWNWARD FACING**
2. **200 FT. BUFFER TO REMAIN ON RIGHT SIDE OF DRIVEWAY**
3. **ALL OUTSIDE ACTIVITIES TO END BY 11:00 P.M.**

The Board of Commissioners of Walton County, Georgia further directs the County Clerk to enter upon the minutes of the meeting at which this ordinance is adopted the following: "On the 13TH DAY OF SEPTEMBER, 2022, by official action of the Board of Commissioners of Walton County, the following changes were made to the Official Zoning Map of Walton County: The zoning classification of Walton County Parcel ID# C165002 was changed from M1 TO B3."

SO ORDAINED, this 13TH DAY OF SEPTEMBER, 2022.

Board of Commissioners of Walton County

By: 
David G. Thompson, Chairman

Attest: 
Rhonda Hawk, County Clerk

**DAY DESIGN
GROUP, INC.**

Civil Engineering
Landscape Architecture
Site Planning

June 1, 2023

Ms. Tracie Malcom
Zoning Coordinator
Walton County Planning & Development
126 Court Street
Monroe, GA 30655

**RE: Alteration to Zoning Conditions - Case #Z22070003
VFW Monroe – Meeting Facility
1700 Snows Mill Road**

The purpose of this letter is to provide the required explanation as to why zoning condition #2 should be removed from Z22070003. Condition #2 states “200 ft. buffer to remain on right side of driveway”. The Walton County Veterans Association would like to provide primary parking in the front of the building and maintain 200’ from the right of way to the front of the building with the proposed parking between the building and the right of way. Due to the location of the existing floodplain along with drainage and topographical constraints of the site, the 200’ buffer requirement does not allow for configuration to meet the VFW desired usage. Also, please note that the required 40’ undisturbed buffer is to be maintained along the northeastern property line.

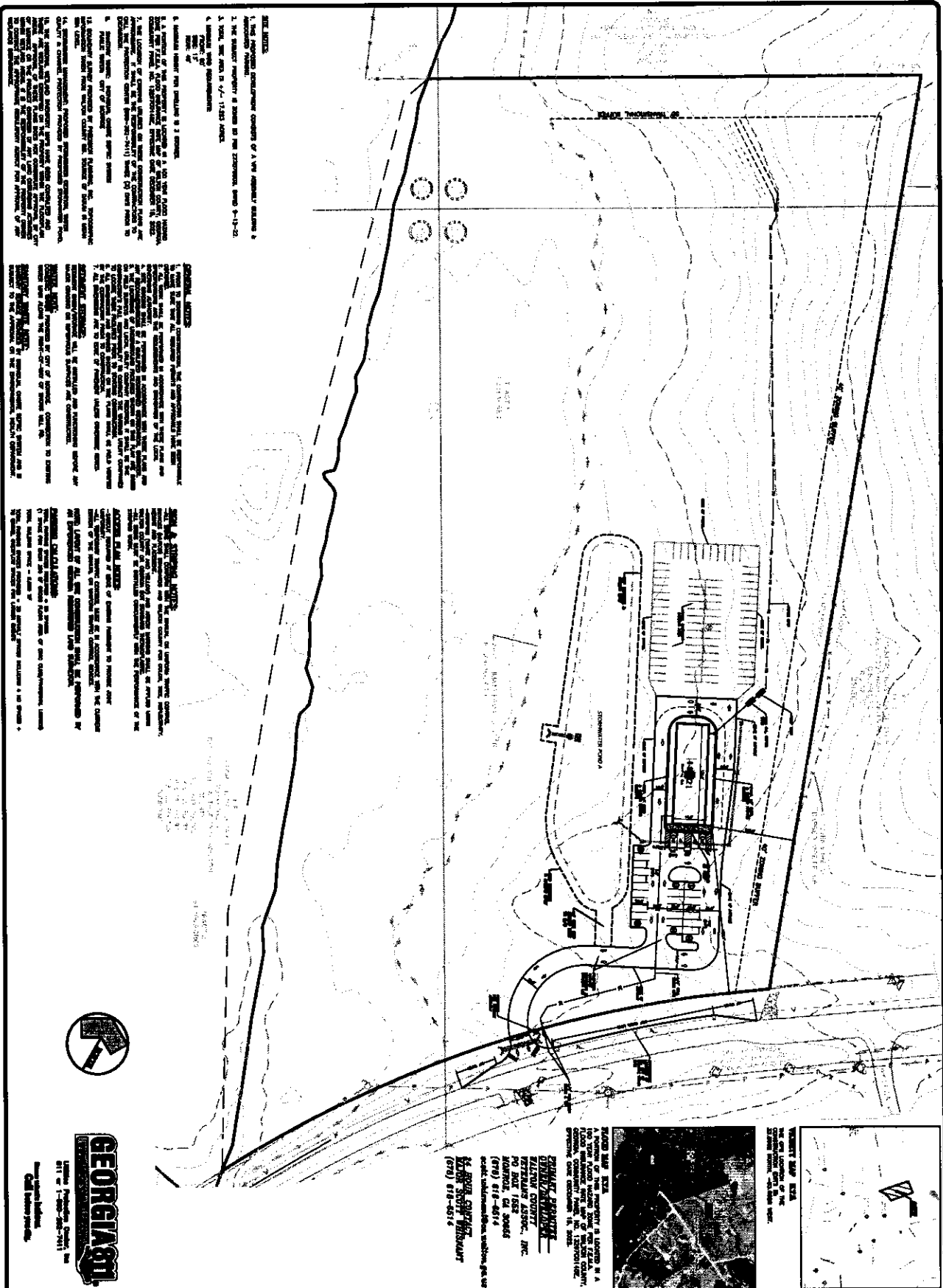
We greatly appreciate your consideration and please let us know if you have any questions or need any additional information.

Sincerely,

Day Design Group, Inc.



PO Box 848 • Buford, Georgia 30515
Phone: 770-271-4676 Fax: 706-389-8568
ddg@daydesigngroup.com
www.daydesigngroup.com



- SEE NOTES**
1. THE PROPOSED DEVELOPMENT CONSISTS OF A NEW MEETING HALL.
 2. THE EXISTING MEETING HALL IS SHOWN IN THE EXHIBIT, SHEET 5-1-2-2.
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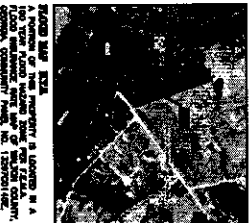
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GEORGIA

Professional Seal and Stamp Area

PREPARED BY:
 DAY DESIGN GROUP, INC.
 10000 WILSON BLVD, SUITE 100
 WILSON, CA 94094
 (415) 947-1111
 www.daydesigngroup.com



DAY DESIGN GROUP, Inc.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 SITE PLANNING

Professional Seal and Stamp Area

DATE: 04/11/20	SCALE: 1"=40'
DRAWN BY: JLD	CHECKED BY: JLD
PROJECT NO: 04-11-20	SHEET NO: 5-1-2-2

NO.	DATE	DESCRIPTION
1.	04/11/20	INITIAL DATE OF PLANS
2.		
3.		

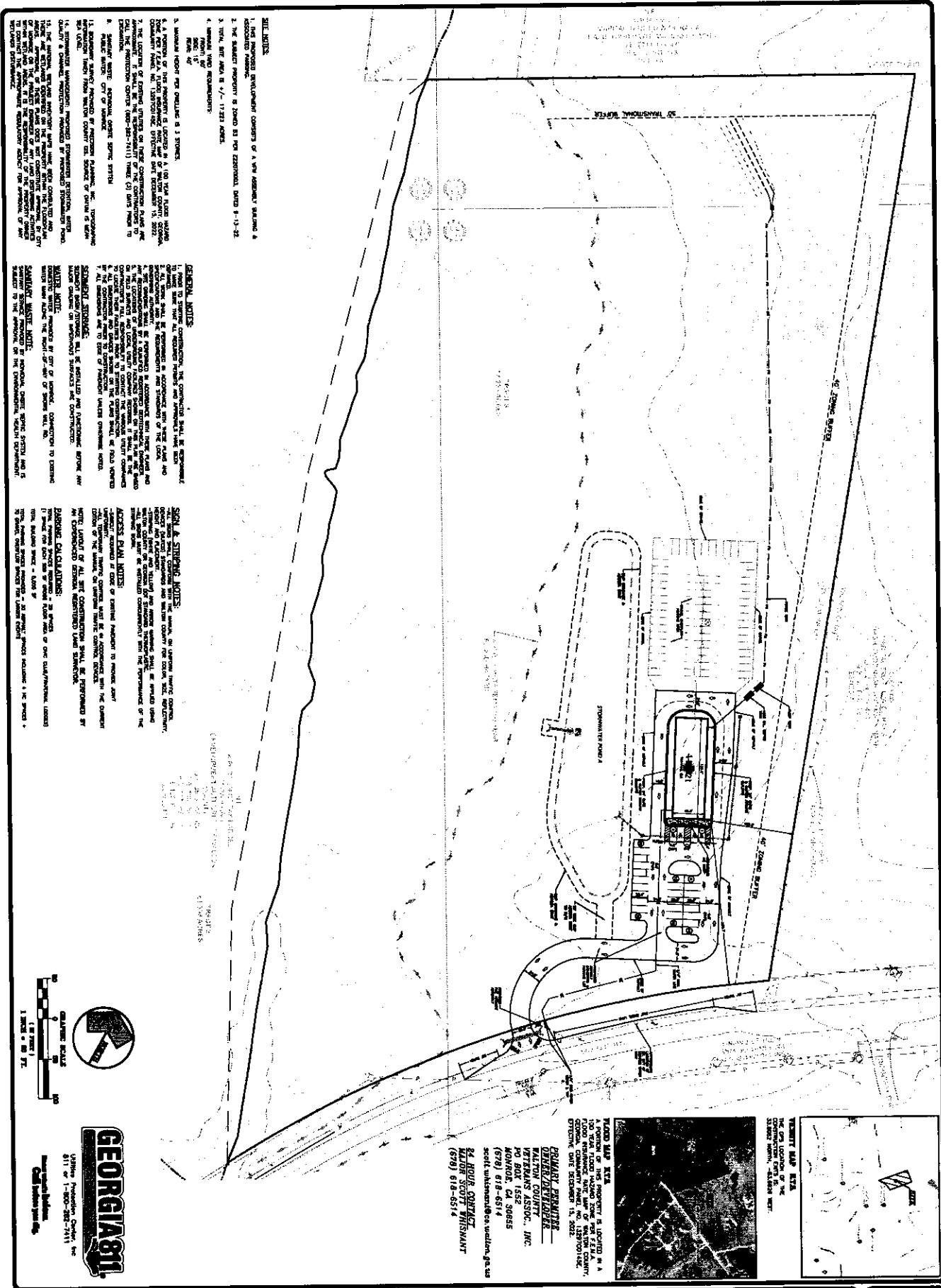
ALTERATION TO ZONING CONDITIONS PLAN
 FOR
VFW MEETING HALL
 SITED IN
 WILSON COUNTY, GEORGIA

DAY DESIGN GROUP, Inc.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 SITE PLANNING

Professional Seal and Stamp Area

DAY DESIGN GROUP, Inc.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 SITE PLANNING

Professional Seal and Stamp Area



- SPECIAL NOTES:**
1. THIS PROPOSED DEVELOPMENT CONSISTS OF A NEW ASSEMBLY BUILDING & ASSOCIATED PARKING.
 2. THE SUBJECT PROPERTY IS ZONED AS PER ZONING ORDINANCE 1-1-1-22.
 3. TOTAL SITE AREA IS 1/2 - 1/4 ACRES.
 4. APPROXIMATE VARIOUS REQUIREMENTS:

1. MINIMUM FRONT SETBACK IS 3 FEET.
2. A PROPERTY OF THIS PROPERTY IS LOCATED IN A 100 YEAR FLOOD HAZARD ZONE. THE FLOOD HAZARD ZONE IS SHOWN ON THE FLOOD HAZARD ZONE MAP FOR WALTON COUNTY, GEORGIA, DATED 11/11/2022.
3. THE DESIGN OF EXISTING UTILITIES ON THIS CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE APPLICANT. THE APPLICANT SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING UTILITIES (ELECTRIC, WATER, GAS, SEWER) PRIOR TO CONSTRUCTION.
4. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED FOUNDATION FLOOR.
5. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED DRIVEWAY FLOOR.
6. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED SIDEWALK FLOOR.
7. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED DRIVEWAY FLOOR.
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15. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED DRIVEWAY FLOOR.

GENERAL NOTES:

1. THE PROPOSED DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING CODE (IPC).
2. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED FOUNDATION FLOOR.
3. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED DRIVEWAY FLOOR.
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15. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED DRIVEWAY FLOOR.

SOIL & STRIPING NOTES:

1. THE PROPOSED DEVELOPMENT SHALL BE CONSTRUCTED ON THE EXISTING SOILS.
2. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED FOUNDATION FLOOR.
3. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED DRIVEWAY FLOOR.
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ACCESS/EASEMENT NOTES:

1. THE PROPOSED DEVELOPMENT SHALL BE CONSTRUCTED ON THE EXISTING ACCESS/EASEMENT.
2. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED FOUNDATION FLOOR.
3. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED DRIVEWAY FLOOR.
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PERMITS/EXEMPTIONS:

1. THE PROPOSED DEVELOPMENT SHALL BE CONSTRUCTED ON THE EXISTING PERMITS/EXEMPTIONS.
2. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED FOUNDATION FLOOR.
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GEORGIA811
 Utility Production Center, Inc.
 811 or 1-800-362-7411
 Call before you dig.

TRIBUTARY MAP AREA:
 THE CITY LOCATION OF THE CONSTRUCTION PROJECT IS SHOWN ON THE TRIBUTARY MAP AREA.

PROJECT PERMITTEE:
PRATT PERMITTEE
 WALTON COUNTY
 VETERANS ASSOC., INC.
 PO BOX 552 39855
 (678) 618-6514
 scott.whitehead@va.walton.ga.us

24 HOUR CONTACT:
EMERGENCY
 (678) 618-6514

421
 MONTGOMERY, GA

DAY DESIGN GROUP, Inc.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 SITE PLANNING
 P.O. BOX 888 40318
 MONTGOMERY, GA 30115
 (770) 271-4574
 (770) 271-4574
 www.daydesigngroup.com

DATE: 06/01/23 DRAWN BY: [Signature] DATE: 06/22/23	DATE: 06/01/23 DATE: 06/22/23	DESCRIPTION: ALTERATION OF ZONING PLAN FOR VFW MEETING HALL	LOCATION: WALTON COUNTY, GEORGIA	
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June 6, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, June 6, 2023, at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, Assistant County Clerk Patrice Broughton, Planning Director Charna Parker, Assistant Finance Director Misty McGraw, EMA Director Carl Morrow, County Manager John Ward and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

PRESENTATIONS

Recognition - 4H Archery Team

Coach Davis spoke about the accomplishments of the 4-H Archery Team. They won 2nd place overall in the state.

Recognition - Cody Howington - Mini Excavator Competition - Georgia Public Works Association

Public Works Director congratulated Cody Howington on his award for the fastest time in the min-excavator competition through the Georgia chapter of the APWA.

Presentation - Newly formed Walton Co. Humane Society

Miranda Poreba and Dee Dee Rosenthal gave a presentation on the newly formed Walton County Humane Society. They spoke about their desire to help with the kennel operations and pet adoptions.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:20 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Banks to adopt the Agenda. All voted in favor.*

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission matters.

Approval of LU23030021 and Z23030022 - Land Use Change from Suburban to Neighborhood Residential and Rezone 8.05 acres from A1/B2 to B2 for equine surgical center and Variance to reduce rear buffer from 100' to 50' - Applicant/Owner: Aten Properties LLC - Property located

at 3395 & 3435 Maughon Rd. & Youth Jersey Rd. - Map/Parcel C0650059A00 & 59 - District 3

Chairman Thompson opened the public hearing on the matter. Attorney Andrea Gray spoke on behalf of the applicant. She explained that Countryside Veterinary wanted to expand services on the property. There was no opposition. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Shelnutt made a motion to approve the rezone. Commissioner Warren seconded the motion, and all voted in favor.*

Planning Director Charna Parker presented the Planning Commission recommendations 4.2 and 4.3 together.

Approval of LU23030032 - Conservation to Highway Corridor - Applicant: Harvest Recycling LLC/Owner: Golden Monroe LLC - Property located on Hwy. 78 - Map/Parcels C1770036 & 36A - District 4

Approval with conditions - Z23030033 and CU23030034 - Rezone 27.42 acres to M2 and 73.70 acres to A1 and Conditional Use for a compost facility and a solid waste transfer facility - Applicant: Harvest Recycling LLC/Owner: Golden Monroe LLC - Property located on Hwy 78 - Map/Parcels C1770036 & 36A - District 4

Chairman Thompson opened the public hearing on the matter. Attorney Andrea Gray presented the case to the Board. Attorney Gray detailed the plan to build a transfer station for recycling and solid waste. Simon Garrett spoke in favor of the land use change and spoke about operations. He explained that the proposed transfer station was not a landfill and that it would help eliminate waste going into the landfill since it would be recycled. He also stated that no solid waste would permanently remain on site. Ed Layman, President of the Bradley Gin Subdivision Home Owners Association, Donnie Meeler, John Thompson, Robbie Chris, Mark Cain, Adam Kirk, Alex Ramsey, and Laura Prescott spoke in opposition to the land use change citing concerns of smell, noise, and environmental impact. They had concerns about household trash being brought into the facility, concerns about solid waste coming from other counties, debris falling from the trucks and littering nearby properties, and property values falling due to the transfer station. Attorney Gray and Simon Garrett readdressed the Board to answer questions and address the concerns of those in opposition. Attorney Gray spoke of the positive impact on the County by providing other avenues for solid waste to be disposed of instead of putting it in landfills. Simon Garrett assured the Commissioners that the State of Georgia regulated how long trash was kept on site and how often the transfer pads needed to be cleaned. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Bradford made a motion to deny the land use change, seconded by Commissioner Adams. Commissioners Bradford, Adams, and Dixon voted in favor of the motion. Chairman Thompson, Commissioners Warren, Banks, and Shelnutt voted against the motion. The motion failed 4-3.*

Chairman Thompson made a motion to approve the land use change, seconded by Commissioner

Banks, with Chairman Thompson, Commissioners Warren, Banks, and Shelnett voting in favor of the land use change. Commissioners Bradford, Adams, and Dixon voted against the motion. The motion passed 4-3.

Motion: *Commissioner Bradford made a motion to deny the rezone and conditional use seconded by Commissioner Adams, with Commissioners Bradford, Adams, and Dixon voting in favor of the motion. Chairman Thompson, Commissioners Warren, Banks, and Shelnett voted against the motion. The motion failed 4-3.*

Chairman Thompson made a motion to approve the rezone and conditional use with the following conditions:

- 1. Composting facility operating hours will be from 7 am to 5 pm Monday – Saturday*
- 2. No grinding or crushing operations shall take place outside normal business hours.*
- 3. Solid Waste to be stored and sorted inside buildings, no outside storage of solid waste.*

And to help mitigate odor issues:

- 4. Planning and Development will do monthly inspections. Any deficiencies, shortcomings or issues will be reported to EPD.*
- 5. Must install a misting system with deodorants to mask or neutralize odors.*
- 6. Install ventilation systems with air filters or scrubbers.*
- 7. Plant vegetative barriers, such as trees to absorb and disperse odors (Where no existing vegetative buffer exists)*

Conditions for the 73.70 acres being rezoned to A1-The area is to remain as a perpetual buffer for noise reduction and visible screening for the transfer station. No activity shall occur in the 73.70 acres to include timber harvesting or clearing. Other than agricultural cutting hay or growing cows. The motion was seconded by Commissioner Banks. Chairman Thompson, Commissioners Warren, Banks, and Shelnett voted in favor of the rezone and conditional use, and Commissioners Bradford, Adams, and Dixon voted against the rezone. The motion passed 4-3.

Approval of Z23030037 - 1.05 acres from A1 to B3 to be combined with property next to property already zoned B3 to create a single entrance from Tommy Dillard Rd. - Applicant: Cattle Barn, LLC c/o Dillard Sellers/Owner: Herbert Price - Property located at 3351 Tommy Dillard Rd, Map/Parcel C1780052 - District 4

Chairman Thompson opened the public hearing. Attorney Jeffrey Haymore spoke on behalf of the applicant. There was no opposition. Chairman Thompson closed the public hearing.

Motion: *Commissioner Bradford made a motion to approve the rezone with the following conditions: No storage of hazardous materials or chemicals onsite. Commissioner Shelnett seconded the motion. All voted in favor.*

Approval of OA23030030 - Amendment to Walton County Land Development Ordinance per Errata Sheet dated 04/03/2023

Errata #1 - Amend Article 6 to delete Private Drive-Agricultural Subdivision (PDAS) and Private Drive Subdivision (PDS)

Errata #2 - Amend All Articles related to residential dwellings to add regulations for slopes on residential lots

Errata #3 - Amendment to Article 4, Part I, Section 110 Agricultural District "A"

Chairman Thompson opened the public hearing on the matter. No one spoke in favor or in opposition. Chairman Thompson closed the public hearing.

Motion: *Commissioner Adams made a motion to approve Errata #1 and Errata #2 and to table Errata #3 until the July meeting. Commissioner Banks seconded the motion. The motion carried unanimously.*

PLANNING & DEVELOPMENT

Planning Director Charna Parker presented the Planning and Development matters.

AZ23050001 - Request to allow access from Mahlon Smith Rd - Applicant: John Brewer/Owner: Jason Atha - Property located at Hwy 11/Mahlon Smith Rd, Map/Parcel C1400090 - District 4

Chairman Thompson opened the public hearing on the matter. John Brewer spoke in favor of the rezone and said that the proposal was potentially for a storage facility but that nothing had been firmly decided. Jacob Callaway spoke in opposition. He cited his concern about traffic accidents occurring in the area with larger vehicles. Chairman Thompson closed the public hearing.

Motion: *Commissioner Bradford made a motion to approve the alteration to zoning with the following conditions:*

- 1. *Allow commercial access from Mahlon Smith Road to be right turn in and left turn out only.*

Existing Conditions:

- 2. *No commercial vehicle storage allowed.*
- 3. *8' high screened/solid fence around entire perimeter*
- 4. *Vegetative screen on property adjacent to A1 parcels*
- 5. *Additional 100 ft. buffer along rear property abutting C1400090 with site lighting as requested.*

Seconded by Commissioner Adams. All voted in favor.

Adoption Resolution - Capital Improvements Element Annual Update

Motion: *Commissioner Adams made a motion to adopt the resolution and allow Chairman Thompson to sign the resolution on the date of approval by DCA. Seconded by Commissioner Shelnut; voted and carried unanimously.*

FINANCE

Assistant Finance Director Misty McGraw presented the financial matters.

Resolution - Adoption of FY24 Budget

Motion: *Commissioner Shelnuttt made a motion to adopt the FY24 budget. Commissioner Warren seconded the motion, and all voted in favor.*

Resolution - Authorizing Chairman to amend the FY23 Budget as part of the fiscal year closing process

Motion: *Commissioner Adams made a motion to adopt the resolution. Commissioner Dixon seconded the motion, and all voted in favor*

Resolution - FY23 Budget Amendment

Motion: *Commissioner Warren made a motion to adopt the FY23 budget amendment. Commissioner Shelnuttt seconded the motion. The motion carried unanimously.*

ACCEPTANCE OF BIDS/PROPOSALS

Award Component Guaranteed Maximum Price (CGMP) #2 for critical Trade Contractor packages and long-lead material procurement - Walton County Public Safety Complex

Motion: *Commissioner Banks made a motion to accept the bid for Critical Trade Contractor and long-lead material procurement. Commissioner Shelnuttt seconded the motion. The motion carried 5-2 with Bradford and Dixon abstaining from the vote.*

ADMINISTRATIVE CONSENT AGENDA

1. Approval of May 2, 2023 Meeting Minutes
2. Approval of May 16, 2023 Meeting Minutes
3. Contracts & Budgeted Purchases of \$5000 or Greater
4. Declaration of Surplus Property
5. Approval of Uncollectable Property
6. Bullet Proof Vest Grant Application - WCSO
7. Inmate Housing Agreement - Barrow County
8. Contract - Alcovy Leadership & Character Development Program - Juvenile Court
9. Contract - Family Connection Partnership Renewal FY24
10. Easement - Ga. Power - South Walton Park

Motion: *Commissioner Warren made a motion to approve the Administrative Consent Agenda. Commissioner Adams seconded the motion, voted, and carried unanimously.*

EMERGENCY MANAGEMENT

EMA Director Carl Morrow presented the Debris Management Plan.

Debris Management Plan

Motion: Commissioner Adams made a motion to accept the plan, seconded by Commissioner Banks, and carried unanimously.

APPOINTMENTS

Board of Elections - Request to reappoint Lorilee Wood and Henry Ivey

Motion: Commissioner Dixon made a motion to reappoint Lorilee Wood and Henry Ivey to the Board of Elections, seconded by Commissioner Adams, and carried unanimously.

Walnut Grove Library Board - Request to appoint Claudia Anderson, Dean Bossi, Donald Cannon and Cheryl Rainey

Motion: Commissioner Adams made a motion to appoint Claudia Anderson, Dean Boss, Donald Cannon, and Cheryl Rainey to the Walnut Grove Library Board. The motion was seconded by Commissioner Shelnutt. All voted in favor.

Monroe-Walton Co. Library Board - Request to reappoint Susan Blair

Motion: Commissioner Bradford motioned to reappoint Susan Blair to the Monroe Walton County Library Board, seconded by Commissioner Adams, and carried unanimously.

DISCUSSION

Town of Between - Property at Ayers Park

Mayor Post of Between discussed donating an acre of land on Heritage Parkway that was previously donated by the Walton County Board of Commissioners. As a condition of the donation, Mayor Post asked the Board to consider adding more pickleball courts.

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters to the Board.

John Ward followed up on the requirement of new subdivision roads needing to be 24 ft. in width and offered other alternatives.

ADJOURNMENT

Motion: Chairman Adams made a motion, seconded by Commissioner Shelnutt, to adjourn the meeting. The motion carried and the meeting was adjourned at 8:30 p.m.

All documents of record for this meeting are on file in either the addendum book or auxiliary file under this meeting date.

DAVID G. THOMPSON, CHAIRMAN

PATRICE BROUGHTON, ASSISTANT COUNTY CLERK

Walton County Board of Commissioners
Purchases \$5,000.00

Item 6.2.

Meeting

July 11, 2023

Department	Fund	Description	Payee	Amount
Budget Year FY 23 & FY 24				
	100	Premium for July 2023 - <i>For the Record</i>	One America	\$35,609.22
	100	LVAP Per OCGA 15-21-132 - May 2023 - <i>For the Record</i>	Local Victims Assistance Fund	\$5,725.86
	100	Premium for July 2023 - <i>For the Record</i>	Anthem Blue Cross	\$8,467.84
	257	ARPA Grant - Draw # 11	Newton County BOC	\$13,346.37
Various	Various	Replenish Funds In Health Benefits Trust	Walton Co. Health Benefits Trust	\$500,000.00
Various	Various	Replenish Funds in Workers Comp Trust May 2023 <i>For the Record</i>	Walton County BOC-Workers Comp Trust Fund	\$17,040.00
Various	Various	Group Copy Charges	Milner Technologies	\$7,606.37
Various	Various	FY24 Insurance-Liability	ACCG-IRMA #0375	\$1,169,565.00
Board of Commissioners				
	1110	100 Proposed Access Road Field Survey & Design	Precision Planning	\$16,760.30
Law				
	1530	100 General Legal Fees May 2023	Atkinson Ferguson	\$25,039.02
	1530	100 Legal Fees Inv # 6956 to 6958 for	Atkinson Ferguson	\$8,877.00
Data Processing/MIS				
	1535	100 Municode Meeting Hub Annual Renewal	CivicPlus LLC	\$7,400.00
	1535	100 Subscription Facilities Ticketing Software	IworQ Systems	\$8,500.00
	1535	100 Vmware Annual Support Software	SHI	\$14,913.17
	1535	100 Veeam Annual Support	SHI	\$7,766.36
	1535	100 CrowdStrike Antivirus County Software	SHI	\$38,754.05
Tax Commissioner				
	1545	100 Envelopes, Ret. Envelopes, Postage	Governmental Systems, Inc	\$32,725.00
Risk Management				
	1555	100 Replace coils in AHU that serves jail	HVH Mechanical	\$11,790.00
RDC Fees				
	1595	100 FY24 Per Capita Dues	Northeast Georgia Regional Commission	\$99,853.00
Superior Court				
	2180	100 Jury Fees- <i>For the Record</i>	Clerk, Walton Superior Court	\$5,000.00

Department	Fund	Description	Payee	Amount	Item 6.2.
Juvenile					
	2600	100	Indigent Defense	Law Office of Weston Maffit, LLC	\$6,766.50
	2600	100	Indigent Defense	Jessica Van Hall Attorney at Law	\$5,586.75
Public Defender					
	2800	100	Contract Attorney-# 23CR-0630	The CD Defense Firm, LLC	\$7,500.00
	2800	100	Contract Attorney-# 21CR-0950	The Law Offices of Kamau K Mason & Associates	\$7,500.00
Sheriff's Office					
	3300	100	Inmate Pick-Up Cucamonga, CA	US Corrections	\$7,572.00
Jail					
	3325	100	Inmate Meals-May 2023	Kimble's Food By Design,INC.	\$63,579.89
	3325	100	Ankle Monitoring and Activation Fees-May 2023	Joe Ray Bonding	\$7,680.00
	3325	100	Medical For Inmates - July 2023	Correct Health	\$179,741.16
	3325	100	Medical For Inmates - August 2023	Correct Health	\$179,741.16
	3325	100	Housed Out Inmates-May 2023	Washington BOC	\$51,590.00
Jail Bond 2021					
	3325.22	315	Professional Services for May 31, 2023-For the Record	Precision Planning, Inc.	\$48,275.79
Fire Fighting					
	3520.270	270	Cancer Benefit and Long Term Disability	ACCG-IRMA	\$6,899.28
Fire Splost					
	3570.19	323	Fire Engine	Fireline, Inc.	482,288.00
EMS					
	3610	531	Ambulance Billing May 2023 - For the Record	Emergency Billing LLC.	\$21,358.07
EMA					
	3920	100	Alerting Software Renewal-Mass Notification & Weather Alerts	CivicPlus, LLC	\$25,022.14
Public Works					
	4220	100	Sidewalk & Concrete Repair for Jefferson Plantation	Black Oak, Inc.	\$17,500.00
	4220	100	Asphalt Type 1 9.5mm Various Roads	ER Snell Contractor, Inc	\$51,277.00
	4220	100	Asphalt Type 1 9.5mm Hodges Rd	ER Snell Contractor, Inc	\$12,899.67
	4220	100	Right of Way cost on US 78	City of Monroe	\$54,236.67
4220 / 4220.19	100 / 323		General Engineering/Roundabout-Youth Jersey @ Broadnax Mill	Precision Planning, Inc	\$24,818.15

Department	Fund	Description	Payee	Amount	Item 6.2.
Roads & Bridges - SPLOST 2019					
	4220.19	323	Asphalt 2023 Splost Paving Project- Pleasant Valley Rd Resurfacing Project	ER Snell Contractor, Inc	\$246,646.00
	4220.19	323	Asphalt 2023 Splost Paving Project- James Huff Rd Resurfacing Project	ER Snell Contractor, Inc	\$175,387.00
	4220.19	323	Asphalt 2023 Splost Paving Project- Mount Vernon Rd Resurfacing Project	ER Snell Contractor, Inc	\$222,093.00
	4220.19	323	9.5 MM Super Pave Type 1 W/Rap IVIEDRD	ER Snell Contractor, Inc	\$65,244.21
	4220.19	323	CRS-Tack (1139 gal) - 2023 SPLOST Paving Project	Garrett Paving	\$5,125.50
	4220.19	323	CRS-Tack (1400 gal) - 2023 SPLOST Paving Project	Garrett Paving	\$6,300.00
Traffic Engineering					
	4270	100	Road Striping	Peek Pavement Marking, LLC	\$100,000.00
Water					
	4446	507	Water and Testing May 2023 - For the Record	Cornish Creek Water Fund	\$209,193.00
	4446	507	R&M Tank & Well June 2023 - For the Record	Utility Service Co	\$11,174.83
	4446	507	Outsourcing and Postage for Bills May 2023	Arista Information Sytems, Inc.	\$10,214.69
	4446	507	Water used from Oconee County-May 2023 - For the Record	Oconee County Utility Dept.	\$11,912.33
Solid Waste					
	4530	540	Tipping Fees - May 2023	City of Monroe Public Works	\$23,870.57
PARKS & RECREATION					
	6130	100	All-Star Entry Fees Baseball	Out of Park Tournaments, LLC	\$7,800.00
	6130	100	Baseball/Softball Jerseys Fall 2023	Go Sports USA, Inc.	\$12,707.50
	6130	100	Fall Baseball Hats	Scotteez Spiritwear & Graphics	\$9,075.00
	6130	100	Sublimated Cheer Uniforms	Go Sports USA, Inc.	\$20,900.00
	6130	100	Tackle Football Jerseys	Scotteez Spiritwear & Graphics	\$22,335.00
	6130	100	Fall Soccer Uniforms-Sublimated	Go Sports USA, Inc.	\$13,750.00
	6130	100	Flag Football Jerseys	Go Sports USA, Inc.	\$2,100.00
	6130	100	Fall Volleyball Jerseys	Scotteez Spiritwear & Graphics	\$5,000.00
	6220	100	Hard Labor Creek Recreation Area-Grant Application and Administration Process- For the Record	Ascension Program Management LLC	\$8,100.00
HLC Water Treatment Facility					
		504	Professional Engineering Services for Design, Permitting, & Construction Services- For the Record	Jacobs Engineering	\$205,721.88
		504	Professional Services - Bill thru May 31, 2023 For the Record	Precision Planning	\$18,501.25
		504	Professional Services - May 1, 2023 through May 31, 2023 For the Record	Atkinson/Ferguson	\$4,567.50

Department	Fund	Description	Payee	Amount
Hard Labor Creek				
	508	Professional Services - Bill thru May 31, 2023 <i>For the Record</i>	Precision Planning	\$1,261.98
	508	Professional Services -May 1, 2023 thru May 31, 2023 <i>For the Record</i>	Atkinson/Ferguson, LLC	\$385.00
4405	508	O&M-Hard Labor Creek Reservoir Project Public Notice <i>For the Record</i>	The Walton Tribune	\$30.00
4405	508	Hard Labor Creek O&M - <i>For the Record</i>	Schnabel Engineering	\$4,390.44
4405	508	Professional Services Bill thru May 31, 2023- <i>For the Record</i>	Precision Planning, Inc	\$2,052.50
				<u>\$4,722,409.97</u>

Summary of Actions Taken at the June 27, 2023
Meeting of the Walton County Water and Sewerage Authority

- Consider Adoption of Meeting Agenda – **APPROVED**.
- WCWSA Review/Approval of April 11, 2023 Meeting Minutes – **APPROVED**
- WCWSA appointed Mr. Jeff Robertson as Secretary. – **APPROVED**
- Approval of Bond Resolution for the issuance of the Walton County Water and Sewerage Authority Revenue Bonds (Oconee-Hard Labor Creek Reservoir Project), Series 2023 and other related items. – **APPROVED**
- Approval of Third Modification of Promissory Note and Loan Agreement for GEFA Loans WS12L20WR and WS12L21WR. – **APPROVED**
- Water Treatment and Transmission System Facilities
 - Consider approval of proposal from R.S. Webb & Associates for the completion of an Archeological and Historic Resources Survey of the Water Treatment Facility site at a cost not to exceed \$16,506.00. (Work authorized on 6/1/23 by HLC Executive Committee due to ARPA Grant requirements) – **APPROVED**
 - Consider approval of Walton EMC Letter of Agreement for Electrical Service to the Water Treatment Facility. – **APPROVED**
 - Authorize PPI to issue a Request for Qualifications for Water Treatment Facility Operations and Pre-Construction Services. – **APPROVED**

**WEX HEALTH PAYMENT CARD TRANSACTION SUBSTANTIATION WAIVER
HOLD HARMLESS - INDEMNIFICATION AGREEMENT**

WHEREAS, _____ (“Employer”) and Admin America, Inc. (“TPA”) (Full legal name of Employer) have instructed WEX Health, Inc. (“WEX”), to remove all transactions from the substantiation process. Employer and TPA request this of WEX contrary to current IRS guidance issued with respect to electronic payment cards such as the Wex Health Payment Card. In consideration for WEX’s compliance with instructions of Employer and TPA, Employer and TPA shall indemnify, defend and hold harmless WEX and its parent companies (including their respective directors, officers, agents, employees, affiliates and subcontractors) from and against all claims, including suits, taxes, fines, penalties, damages and costs (including reasonable attorneys’ fees) that arise from, or are related directly or indirectly to the instructions of Employer and TPA. In addition, it is agreed by all parties that WEX may act in accordance with these instructions, and that such action shall not be considered a breach of the agreement between Employer, TPA and WEX, nor shall it be considered a breach of any applicable standard of care; and

WHEREAS, Employer acknowledges that the removal of transactions from the substantiation process is exclusively for the benefit of the Employer and its participating employees and is being undertaken against the advice of TPA and in consideration for TPA’s participation in this waiver process and TPA’s consent to mutually indemnify WEX for claims arising from this waiver process as described above, Employer shall additionally indemnify, defend and hold harmless TPA (including its, officers, agents, and employees) from and against all claims, including suits, taxes, fines, penalties, damages and costs (including reasonable attorneys’ fees) that arise from, or are related directly or indirectly to this waiver. In addition, it is agreed by Employer that TPA’s consent to this waiver shall not be considered a breach of any other agreement between Employer and TPA nor shall it be considered a breach of any applicable standard of care.

IN WITNESS WHEREOF, the Employer, TPA and WEX Health have entered into this Hold Harmless - Indemnification Agreement as of _____.

EMPLOYER (Full Legal Name)

By: _____

(Signature Must Be That of an Officer of Organization With Legal Signing Authority)

Print Name: _____

Title: _____

WEX HEALTH, INC.

ADMIN AMERICA, INC.

By: _____

By: _____

Print Name: _____

Print Name: Daniel R. Tompkins, III

Title: _____

Title: President

AMENDMENT #1

PHARMACY SERVICES AGREEMENT AMENDMENT

THIS PHARMACY SERVICES AGREEMENT (this “Agreement”) is made and entered into as of **JULY 1, 2023** (the “Effective Date”) by and between **VERACITY BENEFITS, LLC**, a Georgia limited liability company, dba VeracityRx, Client (the “Company”), and **WALTON COUNTY BOARD OF COMMISSIONERS** (the “Client”) a corporation.

Monthly Fee; PBM Agreement; Rebates.

No later than the tenth (10th) day following each month during the Term, Client shall pay the Company a fee (the “Monthly Fee”) of **\$12.00 pepm** for each employee (“Covered Employee”) that participated in Client’s BPD for all or part of each such month. Client’s payment of the Monthly Fee shall be considered a representation by Client to the Company as to the number of Covered Employees for such month.

Current Veracity RX Fee structure: July 1, 2022 – June 2023 **\$4.50**
Renewing as is for 2023 with Current Per Script Fee: \$4.50

WALTON COUNTY BOARD OF COMMISSIONERS

NAME & TITLE _____(DATE)

Print Name

VERACITY BENEFITS, LLC

M. Schafer

NAME & TITLE

Marilynn Schafer

Print Name

Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **07/11/23**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Inmate Medical agreement**

Wording For Agenda: **Correct Health Agreement for Inmate medical**

This Request: **Informational Purposes Only** Needs Action by Commissioners* **yes**

*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of agreement**

Is review of this request or accompanying documentation by the County Attorney required? **yes**

If so, has a copy of the documentation been forwarded to County Attorney? **yes**

Date forwarded to County Attorney: **06/06/23**

Has the County Attorney review been completed? **No, pending language changes**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

AMENDMENT
HEALTH SERVICES AGREEMENT

The HEALTH SERVICES AGREEMENT between Walton County, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY") and CorrectHealth Walton, LLC (hereinafter referred to as "COMPANY") f/k/a Georgia Correctional Health, LLC, originally entered into on July 1, 2004, as subsequently amended, is hereby amended effective July 1, 2023. The compensation paid and other terms of the contract are modified as referenced herein. All other contract provisions, as set forth in the Original Health Services Agreement and prior Amendments, will remain the same.

ARTICLE II: PERSONNEL

2.1 Staffing. COMPANY will provide medical, mental health and dental personnel necessary for the rendering of health care services to inmates at the JAIL, as set forth on Exhibit A. During the contract term, should the JAIL inmate population increase, adjustments to the staffing and contract will be required, and the COUNTY and COMPANY will negotiate the additional compensation needed to support the increased staff and services.

ARTICLE VII: TERM AND TERMINATION OF AGREEMENT

7.1 Contract Term. This Agreement will be effective as of **July 1, 2023 through June 30, 2024** for a term of one (1) year. This Agreement is renewable under like terms subject to negotiation of service component and compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term.

ARTICLE VIII: COMPENSATION.

8.1 Base Compensation. COUNTY will pay COMPANY the annual sum of **\$2,156,893.90** for services provided by COMPANY during the term of this Amendment, which includes the **\$40,000** Annual Aggregate Cap. Payments will be **\$179,741.16** per month.

8.3 Per Diem. COUNTY agrees to compensate COMPANY **\$2.95** per inmate per day when the daily census is greater than **425**. Said amount shall be paid for each inmate in excess of **425** inmates.

IN WITNESS WHEREOF, the parties have set their hands hereto as of the day and year first above written.

WALTON COUNTY ("COUNTY")

By: _____
Title: _____
Print Name: _____
Date: _____

CORRECTHEALTH WALTON, LLC ("COMPANY")

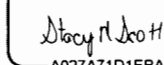
By:  _____
Title: **Chief Legal Officer**
Print Name: **Stacy M. Scott**
Date: **5/24/2023**

Exhibit A – Staffing

POSITION / STAFF	FTE
Medical Director	0.20
Midlevel Provider	0.20
Health Services Administrator (RN)	1.00
LPN (AM-PM)	4.20
LPN (PM-AM)	4.20
Health Information Tech	1.00
Psychiatrist / CNS	0.10
Mental Health Professional	0.30
Dentist	0.10
Total FTE	11.30



FS Agreement No. 23-MU-11083150-272

Cooperator Agreement No. _____

**MEMORANDUM OF UNDERSTANDING
Between The
WALTON COUNTY
And The
USDA, FOREST SERVICE
SOUTHERN REGION**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Walton County, GA hereinafter referred to as “Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Southern Region, hereinafter referred to as the “Forest Service.”

Title: Unmanned Aircraft System Flight Area Agreement

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to authorize the U.S. Forest Service to operate on the land of the Walton County, Georgia to access public airspace in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service, a land and resources management agency of the United States Department of Agriculture, is tasked with the responsibility to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. The U.S. Forest Service is highly interested in new technologies and believes there is potential to fly Unmanned Aircraft Systems (UAS) to support a host of natural resource management activities, including forest health protection, wildfire suppression, research, recreational impacts, and law enforcement. Walton County owns several properties near the Region 8 Aviation office that would serve as excellent flight areas for UAS

In consideration of the above premises, the parties agree as follows:

III. COOPERATOR SHALL:

A. Provide access, when engaged in no other commitments, to the U.S. Forest



Service for flight activities on the land owned by Walton County, Georgia. Designate Heritage Park (1000 Heritage Pkwy Between, GA) and Criswell Park (1190 Criswell Road Monroe, GA) as the area for these flights to occur.

IV. THE FOREST SERVICE SHALL:

- A. Notify Walton County no less than one week prior to conducting flight activities.
- B. All UAS activities will be performed by Federal Aviation Administration part 107 certified pilots, under accordance with all applicable Federal aviation regulations, with only USFS approved aircraft.
- C. If Walton County is unable to provide access for certain dates, locations, or times the U.S. Forest Service will not conduct flight operations.
- D. The U.S. Forest Service will leave the site of use in relative same state prior to starting use, picking up trash and debris that may occur during activities

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: John Ward Address: 303 South Hammond Drive Suite 330 City, State, Zip: Monroe, GA 30655 Telephone: 770-267-1301 Email: john.ward@co.walton.ga.us	Name: John Ward Address: 303 South Hammond Drive Suite 330 City, State, Zip: Monroe, GA 30655 Telephone: 770-267-1301 Email: john.ward@co.walton.ga.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Andrew Ruth Address: 460 Briscoe Blvd Suite 101 City, State, Zip: Lawrenceville, GA 30046 Telephone: 540-360-3368 Email: andrew.ruth@usda.gov	Name: Andrew Ruth Address: 460 Briscoe Blvd Suite 101 City, State, Zip: Lawrenceville, GA 30046 Telephone: 540-360-3368 Email: andrew.ruth@usda.gov



- B. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the MOU.

To Cooperator at Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of Cooperator's products or activities.
- E. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.



- Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
- F. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- G. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- H. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- I. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- J. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- K. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- L. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through June 15, 2023 at which time it will expire.
- M. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual



parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

JOHN WARD Date
County Manager

PLEZ WEST, Director, R8 Grants & Agreements Date
U.S. Forest Service, Southern Region

The authority and format of this agreement have been reviewed and approved for signature.

Ramon
DeLeon

Digitally signed by
Ramon DeLeon
Date: 2023.06.15
10:40:20 -04'00'

RAMON DELEON Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Walton County Department Agenda Request

Department Name: **EMA**

Department Head/Representative: **Carl Morrow**

Meeting Date Request: **July 11th**

Has this topic been discussed at past meetings? **No**

If so, When? **N/A**

TOPIC: **Updated Emergency operations plan**

Wording For Agenda: **2023 Emergency operations plan**

This Request: Informational Purposes Only Needs Action by Commissioners* **Yes**

*What action are you seeking from the Commissioners? **Approval of the plan**

Department Comments/Recommendation: **This is the updated 2023 Emergency operations plan**

Additional Documentation Attached? **Yes**

Is review of this request or accompanying documentation by the County Attorney required? **No**

If so, has a copy of the documentation been forwarded to County Attorney? **Yes**

Date forwarded to County Attorney: **June 15th 2023**

Has the County Attorney review been completed? **Yes**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman’s Comments:

Walton County Department Agenda Request

Department Name: **EMA**

Department Head/Representative: **Carl Morrow**

Meeting Date Request: **July 11th**

Has this topic been discussed at past meetings? **No**

If so, When? **N/A**

TOPIC: **Walton County Volunteer Coordination and Donations Management Plan**

Wording For Agenda: **Walton County Volunteer Management Plan**

This Request: Informational Purposes Only Needs Action by Commissioners* **Yes**

*What action are you seeking from the Commissioners? **Approval**

Department Comments/Recommendation: **This is a new Plan for major emergincies where Volunteer help will be needed.**

Additional Documentation Attached? **Yes**

Is review of this request or accompanying documentation by the County Attorney required? **No**

If so, has a copy of the documentation been forwarded to County Attorney? **Yes**

Date forwarded to County Attorney: **June 22nd**

Has the County Attorney review been completed? **Yes**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Walton County



Volunteer Coordination and Donations Management Support Plan

ACRONYMS USED IN THIS PLAN:

WCVCDMP	Walton County Volunteer Coordination and Donations Management Plan
EMA	Emergency Management Agency
EOC	Emergency Operations Center
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
GEMA	Georgia Emergency Management Agency
VC	Volunteer Coordination
DM	Donations Management
VRRC	Volunteer Reception and Registration Center
VT	Volunteer Team
STC	Specialty Training Coordinator
DMT	Donations Management Team
LEOP	Local Emergency Operations Plan
CERTIA	Citizens Emergency Response Team in Action
NIMS	National Incident Management System
IC	Incident Command
PIO	Public Information Officer
SOP	Standard Operating Procedures
PIO	Public Information Officer
AV	Affiliated Volunteers
UV	Unaffiliated Volunteers
UDG	Unsolicited Donations and Goods
NGO	Non-Governmental Agency
GA VOAD	Voluntary Organizations Active in Disaster
SERVGA	State Emergency Registry of Volunteers Georgia

1. INTRODUCTION

When disaster (natural or man-made) strikes a community, emergency management, first and second responder departments (and possibly other agencies) respond accordingly. Each have specific roles to ensure an effective response to and recovery from disasters. The **Walton County Volunteer Coordination and Donations Management Plan (WCVCDMP)** aligns with The Walton County Government **Local Emergency Operations Plan (LEOP)** in that a critical component of Walton County’s LEOP is inclusion of expertise and capabilities from the private sector. Disasters can quickly overwhelm the capabilities of government entities and departments alone; and a sizable influx of prepared volunteers and other outside resources can be required with extremely short notice at a critical level. Strong partnerships between local government, emergency management agencies and volunteers are critical. Walton County encourages citizens to become involved with established volunteer organizations. At the same time, the County recognizes that unaffiliated, spontaneous volunteers will want to help during disasters. **Walton County Emergency Management Agency (EMA)** coordinates response of **Affiliated Volunteers (AV)** and **Unaffiliated Volunteers (UV)** during disasters. **EMA** also briefs and trains volunteers, manages the **Emergency Operations Center (EOC)**, coordinates with other EMAs, intergovernmental and public safety departments, Georgia Emergency Management Agency (**GEMA**), and Federal Emergency Management Agency (**FEMA**). **EMA** communicates with Walton County Citizens by coordinating with **Public Information Officers (PIOs)** to provide emergency information through the **CIVIC READY Alert Sense** system.

Affiliated Volunteers (AV) are attached to a recognized volunteer agency or non-profit organization specifically trained for specific disaster response activities.

Unaffiliated Volunteers (UV) are individuals who offer help or self-deploy to assist in an emergency. They are considered “unaffiliated” in that they are acting independently, as an individual or group, outside of recognized disaster response volunteer organizations. Spontaneous, unaffiliated volunteers often arrive on the site of a disaster ready to help or offer unsolicited donations. Yet, because they are not associated with an existing emergency response system, their efforts and valuable talents are often underutilized. Furthermore, lack of training can even be problematic to professional, trained responders. Due to the spontaneous nature of **UV** and unsolicited donations, these elements must be anticipated, planned for, and managed to be most effective.

2. PURPOSE

The **WCVCDMP** describes the processes used to ensure the most efficient and effective utilization of volunteers and unsolicited donations during major emergencies and disasters. The plan is in tandem with Walton County’s **LEOP** and managed by the **Emergency Management Agency (EMA)** for the purpose of overall management of volunteers and donations of goods, ultimately to optimize disaster planning, preparedness, mitigation, response and recovery.

To accomplish this, the **WCVCDMP** establishes logistics to correctly assist efforts of first/second responders and **EMA**, as well as to optimize efforts and qualifications of volunteers. The items contained within this plan will depend greatly on the extent of damages resulting from a disaster and/or other

need. Therefore, not all components will be necessary in all situations. However, in general, the following are outlined within this plan:

- Volunteer Coordination (VC)
- Donations Management (DM)
- Volunteer Reception and Registration Center (VRRC)
- Staffing and Job Descriptions
- Forms and Supplies
- Definitions

3. SCOPE

This plan refers to **UV** and unsolicited donations and goods. The management system described within this plan applies only to those that are not already managed by **Voluntary Organizations Active in Disaster (VOAD)**. This plan is to be implemented by Walton County Emergency Management Agency when local governments are overwhelmed and upon request of the affected local jurisdiction.

Volunteer Coordination (VC) involves a process for matching **UV** with established volunteer organizations for effectively channeling offers of assistance. Walton County encourages individuals to affiliate with recognized organizations (**AVs**) to best facilitate their involvement in relief activities. When implemented, **UV** will be supplemental to, and not duplicative, of **AV** organizations or Walton County Public Safety.

Donations Management (DM) involves coordinating a system that receives and distributes unsolicited, undesignated donations and goods (**UDG**); matching them to appropriate areas during a disaster. Local government looks primarily to recognized volunteer organizations (**AVs**) with established donations systems already in place to receive and deliver donated goods in a disaster.

4. SITUATION

Management of **UV** and **UDG** requires a corporative effort between government and numerous partners. **EMA** and affiliated organizations are responsible for developing plans for managing **UV** and **UDG**. Pre-planned volunteer and donation management strategies reduce problems and optimize efforts during disasters.

5. ASSUMPTIONS

The following assumptions guide the plan and the implementation of some or all of the plan:

- A significant natural or man-made catastrophic event will produce a public response.
- The type and location of damage sustained during the event will influence the amount and type of response/assistance required.
- Coordination of disaster response requests will be difficult during times of destruction or ineffective

communication networks.

- Damage or destruction of transportation networks will slow response and delay arrival of volunteer and donations resources.
- It is impossible to have advance knowledge of the arrival of all spontaneous volunteers and donations.
- **UV** will arrive without prior knowledge of a comprehensive system.
- An accurate inventory management system is essential to the effective and timely distribution of donated resources.
- Because **AV** and community based service organizations are experienced in managing volunteers and donations, Walton County **EMA** will mainly coordinate the provisions of this plan with **GA VOAD** and **SERVGA**.
- This plan does not supersede policies and procedures of established volunteer agencies.
- This plan does not affect donations or assistance offered directly to established volunteer agency partners. However, donors may donate goods or time through **GA VOAD** and **SERVGA** agencies (or other established volunteer agencies), ear-marked for Walton County disasters.
- **UV** or **UDG** offers of assistance may be in the form of money, food, clothing, products, equipment, in-kind services or volunteer time.
- The lead agency is Walton County **EMA**. In preparation for and/or following a disaster or catastrophic event, the **EMA Director**, as the ranking authority, will assess the situation and determine the course of action.
- Only the Walton County **EMA Director** will deploy **Citizens Emergency Response Team in Action (CERTIA)**.
- Only the Walton County **EMA Director** will initiate an **Emergency Operations Center (EOC)** when necessary to do so.
- The **EMA Director** will determine which **Emergency Support Functions (ESFs)** will be involved.
- All activities will engage functions under **Incident Command (IC)**, which is part of the **National Incident Management System (NIMS)**.

6. CONCEPT UNAFFILIATED VOLUNTEERS & UNDESIGNATED DONATED GOODS

Under supervision of the **EMA Director**, the **EMA Volunteer Coordinator** will organize and oversee the following regarding **UV** and **UDG** operations:

Volunteer Team (VT) – to follow set procedures in regard to **UV** (spontaneous) during response and recovery activities. Individuals or teams may be matched with **AV** (established) organizations to work. However, all **UV** must report to the **VRRC** prior to assisting in any way. At the **VRRC**, **UV** go through security, register, and sign-in/sign-out daily. This is also the point where **UV** are matched with **AV** or specific jobs, given instructions and rules, and pick up supplies. Written job descriptions and/or scripts may be assigned to **UV(s)**.

Donations Management Team (DMT) – to follow set procedures in regard to **UDG**. The **DMT** must receive, inventory, stage and distribute unsolicited and undesignated goods in an organized and orderly fashion. Team members must also report to the **VRRC** prior to working. This team will normally work

with **AV** organizations who already have established methods to manage donated goods in the most efficient way. Job descriptions and/or scripts may be assigned to **UV(s)** on the **DMT** if required.

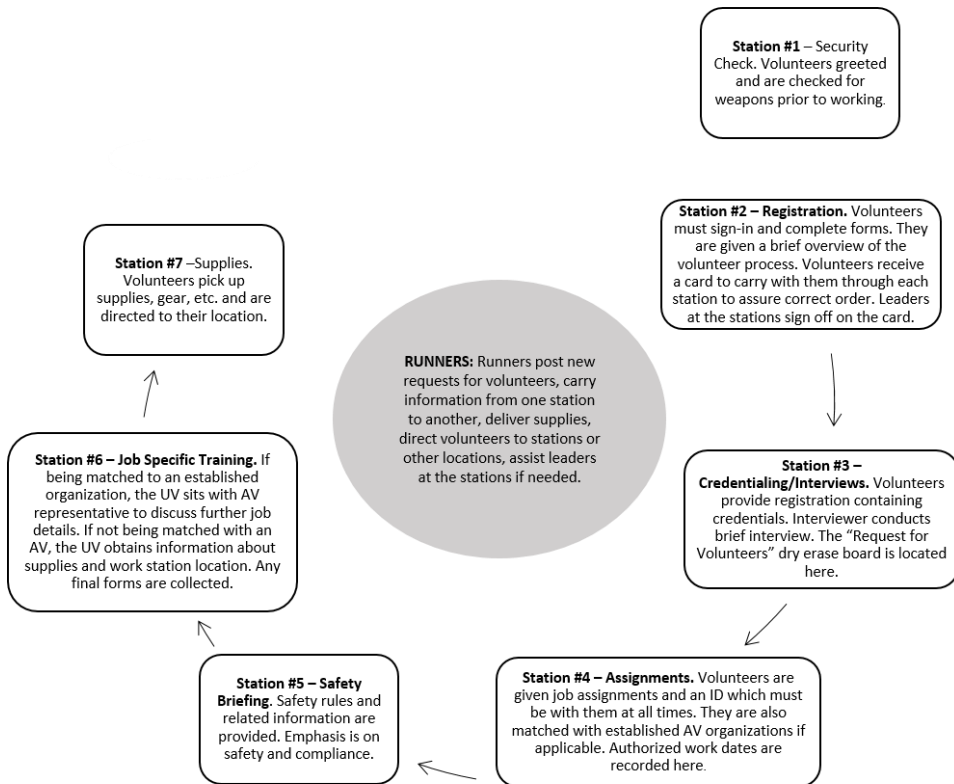
*Note: In smaller scale events, a single team may serve as a combined **VT/DMT**. However, predetermined **SOP's** (Standard Operating Procedures) must strictly be followed in any case or scenario. **AV** and **UV** must follow appropriate chain of command at all times.*

Volunteer Reception and Registration Center (VRRC) – The **VRRC** is the hub for Volunteers. Both **UV** and **AV** must sign-in / sign-out at the **VRRC** each day they work. **UV** must go through security, application/registration and an initial orientation at the **VRRC**. Certain supplies and paperwork are handled at the **VRRC**. The flow of the **VRRC** is organized by the **EMA Volunteer Coordinator**, who considers the most efficient and effective way to set up the floorplan. He/She uses information gathered from **Briefings** led by the **EMA Director**. He/She must consider numerous factors, (i.e., information about the disaster, what is needed to address it, supplies, flow of foot traffic, location, parking, security, etc.). He/She will secure assistance from EMA staff and **AVs** to set up the **VRRC** area (i.e., tables, cones, supplies, etc.). Once the **VRRC** is declared operational, **UV/AV** reception will begin immediately.

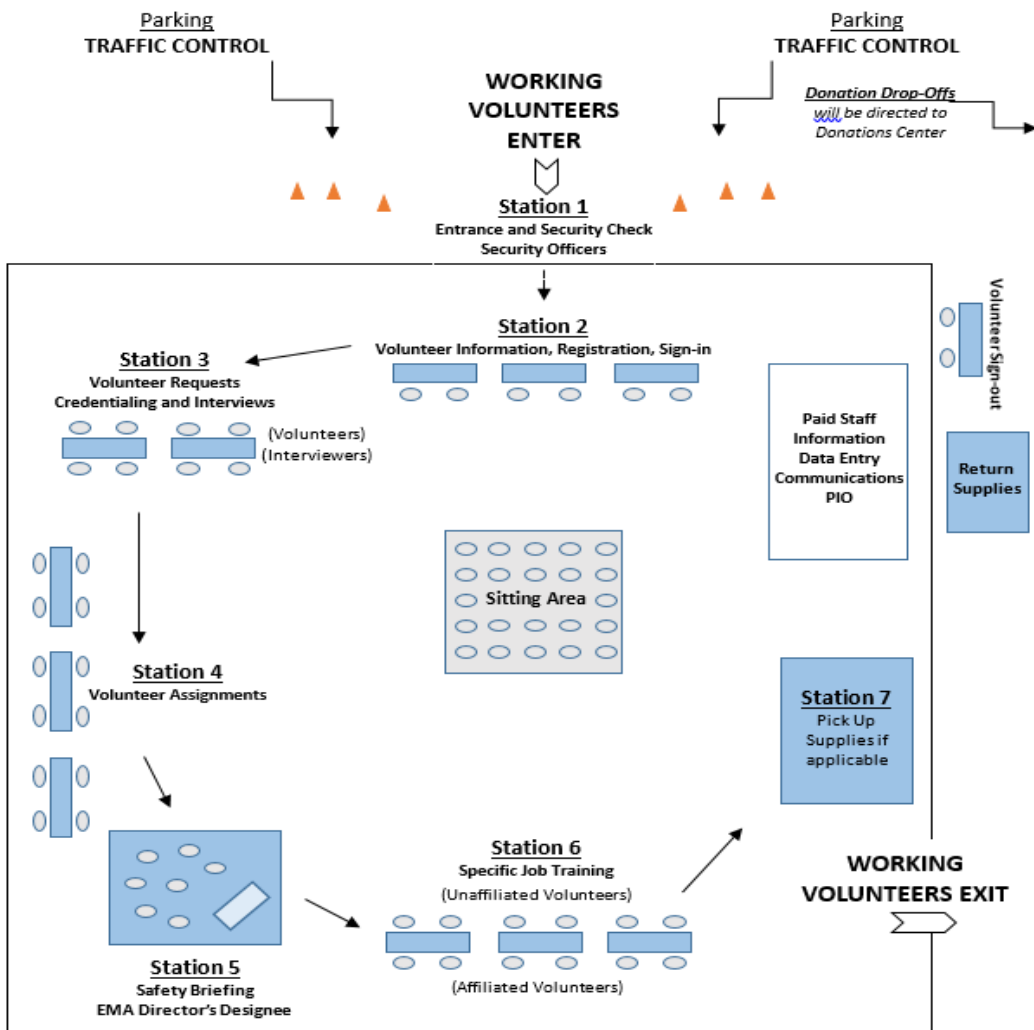
*Note: At any time, it may be necessary to combine; increase or decrease the size, location, arrangement of the **VRRC** and **Donations Area(s)**. However, to avoid confusion, maintain consistency of procedures, maintain safety of volunteers and keep transitions smooth, predetermined **SOP's** (Standard Operating Procedures) remain the same.*

The **VRRC** provides a system designed specifically to prepare **UV** to assist during an event. The **VRRC** also provides an avenue to connect **UV** with **AV** established agencies. This is accomplished through setting up stations to assure volunteers are cleared for security, have completed correct paperwork, have appropriate identification, are best matched to and trained for the job they are to perform and have correct supplies.

VRRC CONCEPT:



EXAMPLE FLOORPLAN of Volunteer Reception and Registration Center (VRRC)



Separate area designated for unsolicited Donations Drop-off. Donations traffic will be directed away from VRRC at Parking Entrance.

Donations Management Crew will man Donations Drop-off Site

***LIST OF VRRC JOBS and GENERAL DUTIES:**

<p>Traffic Control</p> <ul style="list-style-type: none"> • Set up cones and directional signage • Determine why someone is entering; direct as appropriate to VRRC Parking or Donations Drop-Off Center • People with pets or *small children may not enter VRRC 	<p>VRRC Security</p> <ul style="list-style-type: none"> • Greet individual and check ID • Guard entrance • Check for weapons (not allowed) • Direct individual to Registration • Spot-check VRRC
<p>VRRC Greeter / Registration</p> <ul style="list-style-type: none"> • Greeters must be friendly, direct, discerning, organized. • Greet the individual; engage enough conversation to determine if they can help; if so, have them sign-in. (Do not admit people seeking help – instead refer them to an outside authority) • Have individual complete the registration paperwork (includes interest, general info, liability release, emergency contact). • Provide brief overview of VRRC process and hand them Station Instruction Card and their Application to carry with them through the stations (for sign-off) • Sign-off on Station Instruction Card and direct individual to the next station (or seating area to wait) with Station Instruction Card and Application 	<p>Runner</p> <ul style="list-style-type: none"> • Runners are key in that they help in numerous areas. Runners must be alert to surroundings at all times, organized, calm, able to multitask and work quickly • Communicate with Station Leaders • Watch for flags to signal need of Runner • Direct FRRC volunteers to various locations • Monitor Seating Area to be sure volunteers are continually moving through stations correctly • Post new requests for volunteers • Carry information from one station to another • Deliver supplies as needed • Assist Station Leaders, PIO, EMA Volunteer Coordinator, EMA Director as needed • Relieve Station Leaders if necessary
<p>Interviewers / Credentialing</p> <ul style="list-style-type: none"> • Do not admit individuals without a Station Instruction Card and Application • Keep Volunteer Job Board current in order to discuss needs with Volunteer • Review the Application and discuss needs • Affiliated Organizations may work here • Determine if Application generally fits jobs posted on the Volunteer Job Board; if not, discuss other areas in need of help. • Sign-off on Station Instruction Card and direct individual to the next station (or 	<p>Job Assignments / Training Coordinators</p> <ul style="list-style-type: none"> • Do not admit individuals without a Station Instruction Card and Application • Affiliated Organizations and other job leaders will also work here • Perform further review with individual • Provide precise instructions and detailed job duties to the Volunteer • Answer questions • Explain supplies/gear needed, process of use, and mission of their specific job • Make ID for the Volunteer (wristband or card) • Discuss schedule • Keep the Application

<p>seating area to wait) with Station Instruction Card and Application</p>	<ul style="list-style-type: none"> • Sign-off on Station Instruction Card and direct individual to next station (or seating area to wait)
<p>Safety Briefing</p> <ul style="list-style-type: none"> • EMA Designee conducts this briefing • Briefers must clearly know and explain status of event • Briefers give clear instructions about rules • Emphasize personal safety as first priority to the individual • Explain areas where they can and cannot go • Explain consequences of not following rules • Be prepared to answer questions and/or find answers to questions via runner or other communication • Sign-off on Station Instruction Card and direct individual to next station (or seating area to wait) • If an individual is performing a job that does not require supplies, keep the Station Instruction Card and direct them to their job post • If any volunteer is not sure of their job, send them back to their Training Coordinator at the previous station 	<p>Supply Monitors</p> <ul style="list-style-type: none"> • Maintains lists of what supplies are needed for each job • Maintains inventory of supplies • Manages check-in/check-out of supplies • At the end of their shift, volunteers must turn in supplies and sign-out for the day • Remind each volunteer that they are to sign-in and sign-out each day as well as check-out and return their supplies • Keep their signed Station Instruction Card – the previous 5 stations should have signed off. If not, have Volunteer go back to the station and return the card to Supply Monitor prior to sending them to the field with supplies. • Individuals must have their job ID with them each day in order to check-out supplies

Note:

***Children:** Older children may be allowed to help with disaster recovery work in limited areas at the discretion of the EMA Director. If under age 18, parents must sign a release of liability.

Special Training Coordinator (STC): The function of this job is to coordinate just-in-time training for volunteer assistance in a special or limited nature (e.g., one day of a specialty service needed, etc.)

Donations Management Team (DMT): The function of this job is to handle the **Donations Drop-off** site in the most effective way. Responsible for receiving, recording, inventorying, storing, staging, delivering supplies. Citizens who arrive with non-requested donations (e.g. perishable, unrelated to mission, etc.) may be turned away. Generally, the Donations Management Crew will be affiliated with or assisting established volunteer organizations with donations management systems already in place.

OTHER OPERATIONAL DUTIES

EMA Director (or his/her designee):

- Briefs and debriefs appropriate individuals, organizations and ESF personnel
- Assures all operations are directly applicable to the primary mission
- Activates the VRRRC
- Ensures VRRRC sites are within close, safe and efficient proximity to the affected areas
- Manages overall response of EMA staff and designees
- Directs / oversees actions of EMA Volunteer Coordinator
- Deploys CERTIA (if required)
- Authorizes release of information by Public Information Officer (PIO)
- Directs and approves procurement items or release of resources
- Serves as liaison with FEMA and GEMA
- Demobilizes operations

EMA Volunteer Coordinator (under direction and/or supervision of EMA Director):

- Serves as VRRRC Lead; establishes VRRRC per EMA Director instructions
- Designs floorplan and set up of VRRRC and adjusts as required throughout mission
- Contacts owners/operators of pre-selected sites to ensure willingness and ability to provide space
- Coordinates with established volunteer agencies and assists them in obtaining services and goods
- Assembles teams
- Briefs VRRRC personnel; assigns and oversees VRRRC personnel functions
- Gathers forms, supplies, equipment (i.e., generators, trash cans, lighting, radios, tents, etc.)
- Sets up communications/data base system
- Maintains regular communication with the EMA Director
- Provides coordinated information to the Public Information Officer (PIO) as instructed/approved by the EMA Director
- Assures proper SOPs and Chain of Command are being followed by volunteers throughout mission

Established Organizations, along with **EMA Volunteer Coordinator**:

- Coordinates Resources
- Assists with sets up of tables and chairs, signage
- Assists with set up VRRRC of stations (security check, entrance, registration, information, credentialing, interviews, assignments, safety training, rules, supplies, donations)
- Arranges space and stations to allow for most efficient flow of foot traffic and volunteer preparation per EMA Volunteer Coordinator plan
- Sets up base camp(s) for volunteer needs (i.e., food, drink, porta-potty, rest, medical, etc.)
- Assists with supplies, equipment (i.e., generators, trash cans, lighting, radios, tents, etc.)
- Set up Donations Center for the receipt, inventory, storing, staging and distribution of goods
- Arrange sleep quarters if necessary
- Makes arrangements for victim assistance as applicable

VRRC FORMS

- Application/Registration
- VRRC Station Instruction Card
- Job Descriptions
- Sign-in / Sign-out
- Equipment / Supply Inventory
- Supply Check-in/Check-out
- EMA Volunteer Coordinator Daily Tracking Log
- Incident Report
- PIO Information Reports
- Area Map

VRRC BASIC SUPPLIES

Forms	Paper, post-it notes, folders	Flags to summon Runners
Trash cans	Scissors, tape, staplers	First Aid Kits
Laptops	Clips, pens, pencils, highlighters	Chairs and tables
Radios	Permanent markers	Refreshments
White board(s)	Stocked toolbox	Extension cords
Clipboards	List of phone numbers	Lights
Tents	ID wristband or badge supplies	Trash bags
Supply storage bins	Vests, caps, (other) outer gear	Signage

DEFINITIONS:

CERTIA (Citizens Emergency Response Team In Action) – Affiliated Volunteer Group that is deployed by Walton County’s EMA Director. CERTIA Members must maintain specific training requirements each year through EMA.

CIVIC READY Alert Sense – Walton County’s Public and Internal Alert System.

SERVGA (State Emergency Registry of Volunteers) - A statewide secure database of pre-credentialed healthcare professional volunteers who help in the case of a public health emergency.

VOAD (Voluntary Organizations in Disaster Response) – Consortium of recognized organizations of volunteers active in disaster relief.

CBO (Community Based Organization) – Community organizations that have established volunteer programs.

ESF (Emergency Support Functions) – Groups of departments and functions that provide structure within government. Each ESF identifies primary agencies on the basis of authorities, resources and capabilities.

NIMS (National Incident Management System) – Nationwide, systematic approach to incident management (including command, coordination, resource management and information management) that guides all levels of government and nongovernmental agencies to prevent, protect, mitigate, respond to and recover from incidents.

IC (Incident Command) – Standardized approach to the command, control, and coordination of on-scene incident management that provides a common hierarchy within which personnel from multiple departments / organizations can be effective in response to disasters. IC can utilize a Single Commander or a Unified Command system. IC is a part of NIMS.

EOC (Emergency Operations Center) – Location where staff from multiple agencies and departments come together to address, monitor and initiate response regarding threats, hazards and disasters. Teams consolidate under the Commander to exchange information, make decisions and communicate with personnel on scene of the event.

Charna,

Good afternoon.

This email serves as notice that I will be resigning by appointment to the Walton County Planning Commission effective June 30, 2023.

I am moving my residence to Morgan County and will no longer be able to serve.

Since my appointment by Commissioner Bradford in February of 2015 I have tried to serve the county well and make the best decisions for the good of the county. My decisions were always based on the case presented and what effect the case would have on the surrounding community at the present and for years to come.

I want to thank you and your staff for always supporting me and giving me the necessary support for the cases presented to the board.

Sincerely,

J. Brad Bettis

Walton County Purchasing Ordinance

PART 1

GENERAL PROVISIONS

SECTION 1: SCOPE

This Ordinance shall govern all acquisitions by Walton County of commodities, equipment and services and all related contracts. This Ordinance supersedes and repeals all previously existing purchasing ordinances, policies and procedures.

SECTION 2: PURPOSE

This Ordinance shall be construed and applied to promote its underlying purposes and policies, which are:

- To obtain the best value in terms of quality, service and price when expending public funds;
- To foster effective, fair and broad-based competition for public procurement within the free enterprise system; and
- To provide safeguards for the maintenance of quality, integrity and equity in the purchase of County property.

SECTION 3: DEFINITIONS

For purposes of this Ordinance, the following terms shall have the following definitions:

“Ordinance” means Walton County Purchasing Ordinance.

“Professional services” are services consisting in material part of advice, evaluation, planning, design or other effort involving the exercise of judgment, discretion and knowledge, including without limitation, a service provided by a person whose profession is licensed or regulated by the state or federal government.

“Purchasing Department” means the Purchasing Department of Walton County, Georgia.

“Purchasing Director” means the Director of the Purchasing Department of Walton County, Georgia.

SECTION 4: APPLICATION OF FEDERAL AND STATE LAW

It is intended that this Ordinance shall conform to all applicable provisions of the laws of the United States and of the State of Georgia, and the provisions hereof shall be so construed wherever possible. In the event any portion of this Ordinance shall be declared invalid for its failure to conform to state or federal law, such invalidity shall not affect the remaining portions hereof. Notwithstanding any other provision of this Ordinance to the contrary, the County may enter into any contract, follow any procedure, or take any action that is necessary or convenient for receiving funds from the government of the United States or the State of Georgia.

SECTION 5: ETHICAL CONSIDERATIONS

It is the policy of Walton County to seek the best overall value when procuring goods and services. Toward this end, the County finds and declares that its objectives will best be achieved generally through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the County.

Walton County declares that County employees and officials, along with those wishing to do business with the County, have the shared responsibility for avoiding biased, anticompetitive or unethical practices.

Walton County employees, officials and their family members are generally prohibited from seeking, requesting, or receiving any material payment, gift or promise of future benefit or any other thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.

Walton County employees, officers and appointees shall not sell personal or real property to the County or any of its agencies, unless said sale amounts to less than \$800.00 per calendar quarter (O.C.G.A 16-10-6) or unless such sale is made pursuant to sealed competitive bids made by the employee either individually or on behalf of a business entity. Furthermore, County employees should not perform services for the County in addition to their regular paid position unless it is done by contract and placed on the minutes of the Board of Commissioners.

It is unethical for any County employee or official to purchase commodities or services from a County contract for personal use.

Individuals, firms and businesses seeking an award of a contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other representative other than the Purchasing Department associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Any such communication shall be reviewed by the Purchasing Director and, if the Purchasing Director determines in his or her sole discretion that the communication at issue has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified.

Commodities or services shall not be purchased from a vendor who is delinquent or in default on the payment of any taxes or other monies due Walton County, or any other county, municipality, or state or the federal government. In the event it is discovered that a vendor is delinquent or in default on the payment of any taxes or other monies due Walton County, or any other county, municipality, or state or the federal government, the County may terminate any contract with such vendor and place the vendor on the Ineligible Source List as provided herein.

SECTION 6: APPROPRIATE EXPENDITURES

To ensure that all purchases made are appropriate expenditures, each elected official or department director shall ensure that purchases made for or by his or her agency or department conform to the requirements of this Ordinance and are legitimate expenses for which appropriation has been made by the Board of Commissioners. It is the responsibility of each elected official or department director to ensure all purchases made for or by his or her agency or department are consistent with and support the current approved budget prior to committing funds.

PART 2

PROCUREMENT ORGANIZATION

SECTION 1: AUTHORITY AND RESPONSIBILITY OF PURCHASING DEPARTMENT AND PURCHASING DIRECTOR

The Purchasing Department shall serve all departments and agencies of Walton County by obtaining required commodities and services in accordance with state law and this Ordinance. The Purchasing Director shall, except as otherwise specified herein, be responsible for the administration of all transactions governed by the provisions of this Ordinance and shall serve as the principal procurement officer of the County. Unless otherwise provided, any duties and powers of the Purchasing Director may be delegated by him or her to subordinate Purchasing Department employees or other individuals within county departments and agencies that have demonstrated adequate knowledge and understanding of this Ordinance. In the event the Purchasing Director delegates any of his or her duties or powers to an individual outside the Purchasing Department pursuant to the provisions hereof, that County department or agency with whom that individual is affiliated shall be responsible for maintaining all documentation related to purchases made pursuant to such delegated authority.

SECTION 2: PROCUREMENT PROCEDURES

The Purchasing Director is authorized to establish, implement and enforce written operational procedures relating to acquisitions subject to this Ordinance. Such procedures shall, to the extent

consistent with applicable law and this Ordinance, be based upon generally accepted public purchasing principles and practices.

SECTION 3: DISCLAIMER OF RESPONSIBILITY FOR IMPROPER PURCHASING

The Board of Commissioners may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditure arising from a procurement made in its name, or in the name of any department or agency under its authority, by an unauthorized person or any person acting in violation of this Ordinance or outside of the scope of authorization or delegation as provided in this Ordinance. The expense of any such disclaimed transaction shall be the personal liability of the person who made such purchase or expenditure.

SECTION 4: PURCHASING POLICY REVIEW AND COMPLIANCE

The Purchasing Department is authorized to perform compliance reviews of all County purchases, resolve problems regarding the purchasing process, and review other problems or requirements related to purchasing. In addition, the Purchasing Department shall periodically review County purchasing procedures and make recommendations for changes, including recommendations to place vendors with performance problems on the Ineligible Source List as provided herein.

PART 3

PROCUREMENT METHODS

SECTION 1: GENERAL PROCUREMENT PROCEDURES

A. PURCHASES GREATER THAN \$75,000

I. COMPETITIVE SEALED BIDDING

Except as otherwise provided herein, for purchases where either (i) the costs of materials, supplies, equipment, services or project is expected to be greater than \$75,000 or (ii) revenue is expected to be greater than \$75,000, competitive sealed bidding is the preferred method of procurement and should be used whenever possible, as it allows qualified, responsive bidders to compete on the basis of price. Generally, the following conditions are required for competitive sealed bidding:

1. Clear and adequate specifications are available; and
2. Two or more responsible bidders are willing to participate in the process.

A. DISSEMINATION OF INVITATION TO BID

Public notice of an Invitation to Bid shall be advertised as required by Georgia law to the extent applicable. The public notice shall contain a general description of the purchase, shall state the location where documents may be obtained and the date, time and place of bid opening. Notice of any required bonding and insurance shall be included in the public notice. A copy of such notice shall be advertised online and by the front door of the Walton County Courthouse. Any other methods of advertisement identified as likely to result in additional competition may be used in addition to the required advertisement, at the discretion of the Purchasing Manager.

B. RECEIPT OF BID

No written bid shall be eligible for consideration by the County unless it is placed in a sealed envelope or package and actually received by the Purchasing Department by the date and time specified in the Invitation to Bid. All bids shall be stamped or annotated with the date and time of receipt and secured until the designated opening time. A bid delivered late shall not be considered by the County.

C. BID OPENING

Bids shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the Invitation to Bid. The name of each bidder, the purchase price contained in each bid and such other information as the Purchasing Director deems appropriate shall be announced as the bids are opened. A record of bid information shall be recorded and available for public inspection.

D. MODIFICATION OF BID

Any clerical mistake that is patently obvious on the face of a bid, subject to the limitations described below may be corrected if the Purchasing Director determines the correction to be in the County's best interest. Omissions affecting or relating to price information or any required bonding shall be deemed material and may not be corrected after bid opening.

E. WITHDRAWAL OF BID

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, a bid may be withdrawn only in accordance with the following procedures:

- The bidder shall give notice in writing of his or her intent to withdraw his or her bid due to an error within two business days after the conclusion of the bid opening procedure.

- A bid may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
- The bidder's original work papers shall be the sole acceptable evidence of error and mistake if a request is made to withdraw the bid.
- If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be the low bid.

F. BID CANCELLATION

An Invitation to Bid may be canceled prior to opening date. Thereafter, any or all bids may be rejected in whole or in part when it is in the best interest of the County.

G. BID EVALUATION

Bids shall be evaluated based on the requirements set forth in the Invitation to Bid. No criteria may be used in bid evaluation that is not specifically set forth in the Invitation to Bid.

H. BID AWARD

Subject to approval by the Walton County Board of Commissioners, bid(s) shall be awarded to the responsible bidder(s) who have submitted the lowest cost responsive bid(s), highest revenue responsive bid(s), or whose bid(s) represent the best value to the County.

The Purchasing Director may reject bids or may defer bid awards to allow time for additional evaluation or review, consistent with the best interest of the County.

The following types of bids shall be disqualified for consideration for a bid award: (i) a bid which is incomplete in any material aspect, element or fact; (ii) a bid submitted without required bonds; (iii) a bid submitted by an individual, firm or business on the Ineligible Source List; and (iv) a bid submitted by a person in violation of the ethical requirements of this Ordinance.

In the event two (2) responsive bids are tied for the lowest price and the other terms and conditions of the two are substantially the same, the bid shall be awarded to the local firm if only one of the bidders has its principal place of business in Walton

County. If both or neither of the tied bidders are local firms, then the bid award shall be made to the winner of a coin toss by Purchasing Department staff in a public session where bidders will be invited to attend and one or more witnesses may be present.

Prices received through the bid process shall be in effect for sixty (60) days after the bid opening. If a second purchase is needed within six (6) months of the bid opening, it is not necessary to re-bid for the second purchase provided the bid price does not change.

II. COMPETITIVE SEALED PROPOSAL METHOD

When use of competitive sealed bidding is either impractical or not advantageous to the County for a purchase where either (i) the costs of materials, supplies, equipment, services or project is expected to be greater than \$75,000 or (ii) revenue is expected to be greater than \$75,000, a contract may be entered into by use of the competitive sealed proposal method. The following factors may be considered in determining whether to use the competitive sealed proposal method:

1. Whether quality, availability or capability is overriding in relation to price in procurement of technical supplies or technical or professional services;
2. Whether the initial installation needs to be evaluated together with subsequent maintenance and service capabilities and what priorities should be given these requirements in the County's best interest;
3. Whether fixed price or cost type contract is more advantageous; and
4. Whether the market place will respond better to a solicitation permitting not only a range of alternate proposals, but evaluation and discussion of them before making the award.

A. DISSEMINATION OF REQUEST FOR PROPOSAL

Public notice of a Request for Proposal shall be advertised as required by Georgia law to the extent applicable. The public notice shall contain a general description of the purchase, shall state the location where documents may be obtained and the date, time and place of proposal opening. Notice of any required bonding and insurance shall be included in the public notice. A copy of such notice shall be advertised online and by the front door of the Walton County Courthouse. Any other methods of advertisement identified as likely to result in additional competition may be used in addition to the required advertisement, at the discretion of the Purchasing Director.

B. RECEIPT OF PROPOSAL

No written proposal shall be eligible for consideration by the County unless it is placed in a sealed envelope or package and actually received by the Purchasing Department by the date and time specified in the Request for Proposal. All proposals shall be

stamped or annotated with the date and time of receipt and secured until the designated opening time. A proposal delivered late shall not be considered by the County.

C. PROPOSAL OPENING

Proposals shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the Request for Proposal. Only the name of the person submitting the proposal shall be announced.

D. PROPOSAL CANCELLATION

A Request for Proposal may be canceled prior to opening date. Thereafter, any or all proposals may be rejected in whole or in part when it is in the best interest of the County.

E. PROPRIETARY INFORMATION

Information submitted with a proposal that is specifically marked “proprietary” shall not be disclosed outside of the Purchasing Department without prior notification to the person submitting the proposal. Walton County is required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 and therefore may not be able to protect information submitted with a proposal. Entire proposals may not be deemed “Proprietary”.

F. PROPOSAL EVALUATION

Each proposal shall be evaluated to determine whether it is responsive to the specifications and other terms and conditions contained in the Request for Proposal. The evaluating team may communicate with anyone who submitted a proposal in order to clarify a proposal. No information concerning a proposal shall be communicated in any way to anyone other than the person who submitted the proposal. Additional information may be requested from anyone who submitted a proposal.

G. PROPOSAL AWARD

Subject to approval by the Walton County Board of Commissioners, award shall be made to the responsive and responsible person whose proposal is determined to be the most advantageous to the County based upon the evaluation factors set forth in the Request for Proposal.

The Purchasing Director may reject proposals or may defer proposal awards to allow time for additional evaluation or review, consistent with the best interest of the County.

The following types of proposals shall be disqualified for consideration of award: (i) a proposal which is incomplete in any material aspect, element or fact; (ii) a proposal submitted without required bonds; (iii) a proposal submitted by an individual, firm or business on the Ineligible Source List; and (iv) a proposal submitted by a person in violation of ethical requirements of this Ordinance.

B. PURCHASES OF \$75,000 OR LESS

Purchases of \$75,000 or less are considered informal purchases and do not justify the administrative time and expense of competitive sealed bidding or the competitive sealed proposal method; however, the processes used for this type of procurement shall include as much competition as is consistent with the anticipated cost of the procurement and the best interest of the County. The Purchasing Director is authorized to establish the methods and procedures to be used in handling informal purchases. Unless otherwise specifically provided, such purchases shall be obtained competitively through telephone quotations or informal written solicitations. Purchases may not be artificially divided as to constitute an informal purchase, thereby circumventing the dollar limit requirement for competitive sealed bidding or the competitive sealed proposal method.

Each County department is granted the authority, at the discretion of the department director, to handle purchases of commodities and services where the cost does not exceed \$2500. These purchases may be made by use of a Payment Voucher. Such purchases may be reviewed for compliance by the Purchasing Director, and departmental authority may be revoked for misuse and violation of procedures.

Each County department is granted the authority, at the discretion of the department director, to obtain pricing for commodities and services where the cost is more than \$2500 but not more than \$75,000. These purchases may be made by use of a Purchaser Order. For purchases of commodities totaling more than \$2500 but less than \$15,000, the County department must obtain a minimum of three oral quotes, unless adequate source supply is not available, and the approval of the Purchasing Director. For purchases of commodities totaling \$15,000 or more, the County department must obtain a minimum of three written quotes, unless adequate source supply is not available and the approval of the Purchasing Director or the County Manager. All purchases of \$25,000 or more must have final approval by the Walton County Board of Commissioners.

SECTION 2: EXCEPTIONS

The following types of contracts and purchases are not subject to the County's General Procurement Procedures set forth above:

A. PUBLIC WORKS AND PUBLIC ROAD CONSTRUCTION CONTRACTS

All public works construction contracts shall be procured in accordance with the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1, et seq.).

All road construction contracts shall be procured in accordance with the requirements of O.C.G.A. Title 32, Chapter 4.

B. EXEMPT PURCHASES

Notwithstanding anything herein to the contrary, purchases of the following supplies and services, no matter the amount, may be procured by use of an Authorization for Payment: Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent including, but not limited to, artists, musicians, and writers

- Printed copyright material including published books, maps, periodicals and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a quantity purchase
- Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property and other related costs of acquisition of real property
- Dues and memberships
- Subscriptions
- Services provided directly to individual citizens and employees including reimbursements and other miscellaneous payments
- Utilities including but not limited to electric, water and telephone
- Licensed health professionals and other professional services
- Litigation and related legal expenses
- Marketing of bonds and other forms of debt or debt management products
- Training, facilitators for meetings, travel, lodging or meal expense covered by other County policies
- Advertisements and legal advertisements
- Antiques and other unique assets of historical value, including restoration of these items
- Materials and services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses

Purchases for these supplies and services are not required to be obtained competitively through an Invitation to Bid or Request for Proposal or through telephone quotations or informal written solicitations.

With respect to professional services, it is the policy of Walton County to contract on the basis of demonstrated competence and qualifications at a fair and reasonable price with ultimate selection based on the best interest of the County.

C. SOLE SOURCE AND BRAND NAME PURCHASES

Notwithstanding anything herein to the contrary, purchases from a sole source or by brand name are permissible in the following situations:

1. A particular commodity or service may be obtained from only one source and no similar commodity or service available from a different source will adequately meet the County's requirements and specifications;
2. Compatibility with equipment for repair purposes is at issue;
3. Compatibility with existing systems is at issue; or
4. Standardization, which is either established as a result of past procurement(s) or by approval of the Purchasing Director, is at issue.

Based upon evidence and supporting documentation from the requesting department of one of the following situations, the Purchasing Director may authorize that a commodity or service be purchased from a sole source or by brand name.

D. EMERGENCY PURCHASES

The Purchasing Director shall have the authority, after notifying and receiving approval from the Chairman of the Board of Commissioners or County Manager, to purchase commodities and services where there exists an emergency constituting a threat to public health, safety or welfare or to the soundness and integrity of public property or to the delivery of essential services and where the adverse effects of such emergency may worsen materially with the passage of time. Acquisitions made pursuant to this provision shall be made using such competitive procedures as circumstances reasonably permit, and the Board of Commissioners shall be notified of any such acquisitions at their next regularly scheduled meeting.

E. COOPERATIVE PURCHASES

Notwithstanding anything herein to the contrary, the County may participate in a cooperative purchase for commodities, supplies and services when determined that it is in the best interest of the County. The sponsoring entity must have performed a competitive procurement process and entered into a contract that will allow governmental entities to purchase from the supplier at the same price and under the same terms and conditions.

F. GOVERNMENT AND AFFILIATED ENTITY PURCHASES

Notwithstanding anything herein to the contrary, the County may purchase services and incidental commodities from other federal, state or local governments, associations and nonprofit organizations when determined to be in the best interest of the County.

PART 4

CONTRACTING REQUIREMENTS

SECTION 1: CONTRACT REQUIREMENTS

A. BONDING REQUIREMENTS

The Purchasing Director is authorized to require certain bonds or deposits, including but not limited to bid bonds, performance bonds and payment bonds, from vendors when, in his or her judgment, the nature of the goods or services to be purchased warrant such bonds or deposits or whenever such bonds or deposits are required under state law.

B. INSURANCE REQUIREMENTS

The Risk Management Department shall determine what types and amounts of insurance coverage are reasonably necessary for the protection of the County's interests for all acquisitions covered by this Ordinance.

C. IMMIGRATION REQUIREMENTS

It is the policy of Walton County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor provides evidence on County-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by Georgia law.

SECTION 2: VENDOR RESPONSIBILITY

A. VENDOR PERFORMANCE RATING

Vendors who fail to perform or perform unsatisfactorily may be given an unsatisfactory performance rating by the Purchasing Director. Such a rating may be used for evaluation and award purposes.

B. INELIGIBLE SOURCE LIST

The following persons shall be placed on an Ineligible Source List for a reasonable period not to exceed three years, based upon the recommendation of the Purchasing Director or County Manager and approval of the Board of Commissioners:

1. Any person who submits a bid or proposal in bad faith;

2. Any person who willfully or repeatedly breaches a contract with the County;
3. Any person who repeatedly refuses to accept a bid or proposal award;
4. Any person who has established a pattern or practice of unethical or immoral business practices;
5. Any person who has been convicted of a crime involving moral turpitude; and
6. Any person who is delinquent or in default on the payment of any taxes or other monies due Walton County, or any other county, municipality, or state or the federal government.

Any such person shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

C. COLLUSIVE OR ANTI-COMPETITIVE PRACTICES

Each vendor shall certify in writing that such vendor has not engaged in any collusive or anticompetitive practices in responding to an Invitation to Bid or Request for Proposal.

SECTION 3: CONTRACT APPROVAL

All contracts totaling \$25,000 or more shall be reviewed and approved as to form by the County Attorney prior to execution on behalf of the County. All contracts totaling \$25,000 or more require approval by the Board of Commissioners and execution by the Chairman on its behalf. The Purchasing Director or County Manager shall have the authority to approve and execute contracts totaling less than \$25,000.

SECTION 4: CHANGE ORDERS AND CONTRACT MODIFICATIONS

All change orders and contract modifications shall be approved by the Walton County Board of Commissioners, except that the Purchasing Director or County Manager shall have the authority to approve a change order if the total change order amount is less than \$25,000.

DRAFT DATE: 06/29/23

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA AUTHORIZING THE APPROVAL OF THE ISSUANCE OF REVENUE BONDS BY THE WALTON COUNTY WATER AND SEWERAGE AUTHORITY AND THE APPROVAL OF THE EXECUTION OF A FOURTH SUPPLEMENTAL INDENTURE AND A FOURTH SUPPLEMENT TO AN INTERGOVERNMENTAL CONTRACT BY THE WALTON COUNTY WATER AND SEWERAGE AUTHORITY WITH OCONEE COUNTY, GEORGIA RELATING TO THE HARD LABOR CREEK RESERVOIR PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to a resolution of the Walton County Water and Sewer Authority (the “Authority”) adopted on September 25, 2007, as supplemented on March 25, 2008, the Authority authorized the issuance of the Walton County Water and Sewerage Authority Revenue Bonds (Oconee-Hard Labor Creek Reservoir Project), Series 2008, in the aggregate principal amount of \$19,535,000 (the “Series 2008 Bonds”), for the purpose of (i) financing or refinancing a portion of the cost of the acquisition, construction, and equipping of a new reservoir and related treatment, pumping and other facilities and other related facilities, including piping; (ii) paying capitalized interest on the Series 2008 Bonds; and (iii) paying all or a portion of the costs of issuance of the Series 2008 Bonds, including a bond insurance premium; and

WHEREAS, the Series 2008 Bonds were authorized and issued under a Trust Indenture, dated as of April 1, 2008 (the “Original Indenture”), as supplemented by a First Supplemental Trust Indenture, dated as of April 1, 2008 (the “First Supplemental Indenture”), both between the Authority and Regions Bank, as trustee (the “Trustee”); and

WHEREAS, pursuant to a resolution of the Authority, adopted on June 30, 2015, the Authority issued its Walton County Water and Sewerage Authority Refunding Revenue Bonds (Oconee-Hard Labor Creek Reservoir Project), Series 2015, in the aggregate principal amount of \$8,425,000 (the “Series 2015 Bonds”) for the purpose of (i) refunding a portion of the Series 2008 Bonds, maturing in the years 2028 and 2038; and (ii) paying all or a portion of the costs of issuance of the Series 2015 Bonds; and

WHEREAS, the Series 2015 Bonds were authorized and issued under the Original Indenture, as supplemented by the First Supplemental Indenture, and as supplemented by a Second Supplemental Trust Indenture, dated as of July 1, 2015 (the “Second Supplemental Indenture”), both between the Authority and the “Trustee; and

WHEREAS, pursuant to a resolution of the Authority, adopted on September 13, 2016, the Authority issued its Walton County Water and Sewerage Authority Revenue Bonds (Oconee-Hard Labor Creek Reservoir Project), Series 2016, in the aggregate principal amount of \$9,465,000 (the “Series 2016 Bonds”) for the purpose of providing funds to (i) refund the remaining outstanding Series 2008 Bonds; (ii) finance or refinance a portion of the cost of acquiring, constructing, installing and equipping storage and transmission facilities related to the

Hard Labor Creek reservoir (the “2016 Reservoir Project”) and (iii) pay all or a portion of the costs of issuance of the Series 2016 Bonds; and

WHEREAS, the Series 2016 Bonds were authorized and issued under the Original Indenture, as supplemented by the First Supplemental Indenture, as supplemented by the Second Supplemental Indenture and as supplemented by a Third Supplemental Trust Indenture, dated as of October 1, 2016 (the “Third Supplemental Indenture”), both between the Authority and the “Trustee; and

WHEREAS, Oconee County, Georgia (“Oconee County”) and the Authority have previously entered into an Intergovernmental Contract - Hard Labor Creek Reservoir Project, dated as of October 1, 2007 (the “Original Intergovernmental Contract”), as supplemented by a First Supplement to Intergovernmental Contract-Reservoir Project, dated April 1, 2008 (the “First Supplement to Contract”), as supplemented by a Second Supplement to Intergovernmental Contract-Reservoir Project, dated July 1, 2015 (the “Second Supplement to Contract”) and as supplemented by a Third Supplement to Intergovernmental Contract-Reservoir Project, dated October 1, 2016 (the “Third Supplement to Contract”), pursuant to which the Authority has agreed to provide, or cause to be provided, certain services and facilities to Oconee County, in exchange for which Oconee County has agreed, subject to the terms of the Original Intergovernmental Contract, as supplemented, to pay amounts to the Authority or its assignee, which will be sufficient to pay amounts due on, among other obligations, the outstanding Series 2015 Bonds and the Series 2016 Bonds, and which amounts will be pledged to secure the payment of the Series 2015 Bonds and the Series 2016 Bonds; and

WHEREAS, pursuant to a resolution of the Authority adopted on June 26, 2023, the Authority proposes to issue its Revenue Bonds (Oconee-Hard Labor Creek Reservoir Project), Series 2023, in the aggregate principal amount of not to exceed \$14,500,000 (the “Series 2023 Bonds”), for the purpose of providing funds to (i) finance or refinance a portion of the cost of acquiring, constructing, installing and equipping a reservoir and raw water intake structure related to the Hard Labor Creek reservoir (the “2023 Reservoir Project”), and (iii) pay the costs of issuing the Series 2023 Bonds; and

WHEREAS, the Authority proposes to enter into a Fourth Supplemental Indenture in connection with the issuance of the Series 2023 Bonds; and

WHEREAS, the Authority and Oconee County propose to enter into a Fourth Supplement to Contract to identify the Series 2023 Bonds as obligations secured by the Original Intergovernmental Contract, as supplemented, with all the rights, benefits and securities granted thereunder and to provide for other related matters (the Original Intergovernmental Contract, as supplemented by the First Supplement to Contract, the Second Supplement to Contract, the Third Supplemental Contract and this Fourth Supplement to Contract; and

WHEREAS, the Authority has recommended to Walton County, Georgia (the “County”) that the County approve the issuance of the Series 2023 Bonds and the execution and delivery of the Fourth Supplemental Indenture and the Fourth Supplement to Contract by the Authority; and

WHEREAS, after study and consideration of such recommendation, the County proposes to approve the Authority’s issuance of the Series 2023 Bonds, the execution and delivery of the Fourth Supplemental Indenture and the Fourth Supplement to Contract, and other related matters; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY AS FOLLOWS:

Section 1. Consent to Authority Action Relating to the Series 2023 Bonds and the 2023 Reservoir Project. The County hereby consents to and approves the Authority proceeding with the issuance of the Series 2023 Bonds and the 2023 Reservoir Project and all documents and proceedings related thereto.

Section 2. Consent to Authority Entering Into Fourth Supplemental Indenture and Fourth Supplement to Contract. The County hereby consents to, and approves, the execution, delivery and performance of the Fourth Supplemental Indenture and the Fourth Supplement to Contract by the Authority.

Section 3. Additional Actions. From and after the date of adoption of this resolution, the Chairman and Clerk or Assistant Clerk of the Board of Commissioners are hereby authorized and empowered to take such other actions and to execute for and on behalf of the County all such agreements, certificates, affidavits and other documents as may be necessary or desirable in connection with the effectuation of the matters and actions approved by, or contemplated by, this Resolution.

Section 4. Repealing Clause. All resolutions or parts thereof of the Board of Commissioners in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this 11th day of July, 2023.

BOARD OF COMMISSIONERS OF WALTON COUNTY

(SEAL)

By: _____
Chairman

Attest:

Clerk

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Walton County, DO HEREBY CERTIFY that the foregoing pages of typewritten matters constitute a true and correct copy of a resolution of the Board of Commissioners of Walton County duly adopted on July 11, 2023, at a meeting which was duly called and assembled and open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of record in the Minute Book of the Board of Commissioners which is in my custody and control.

GIVEN under my hand and seal of Walton County, this 11th day of July, 2023.

Clerk, Board of Commissioners of Walton County

(SEAL)

Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **07/11/23**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Talitrix Inmate watch monitoring**

Wording For Agenda: **Talitrix agreemnt for inmate monitoring**

This Request: Informational Purposes Only Needs Action by Commissioners* **yes**

*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of agreement**

Is review of this request or accompanying documentation by the County Attorney required? **yes**

If so, has a copy of the documentation been forwarded to County Attorney? **yes**

Date forwarded to County Attorney: **06/02/23**

Has the County Attorney review been completed? **No, pending language changes**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Statement of Work- No. One
Outside the Walls
Walton County Sheriff's Office
Walton County Georgia

This Statement of Work No. 1 (“**SOW**”) is made a part of and appended to that certain Master Tracking Services and Subscription Agreement between Talitrix, LLC and the Walton County Sheriff's Office (the “**Agreement**”). Capitalized terms used but not otherwise defined in this SOW are as defined in the Agreement.

- 1. **Scope of Tracking Services.** Talitrix will provide to the **Walton County Sheriff's Office** (“Customer”) an offender Tracking solution. The solution will comprise a Software - based database and tracking/reporting system, and wearable tracking devices to be worn by participating offenders, (“hereinafter “Solution”.)
- 2. **Software.** The System will include the following Software modules:
 - a. **Foundation** – web-based platform that will provide profile information, flight tracker view and notifications of violations.
- 3. **Hardware.** The following Hardware will be provided by Talitrix as part of the System:
 - a. Wearable Tracking wristbands (“**Wearables**”) for deployment on participating offenders (“hereinafter “Participants”). having the following characteristics/functionality:
 - i. Tamper-proof Wearables, with removal detection protections, which may only be removed by authorized correctional officers or on-Site Talitrix personnel in possession of specialized removal tools.
 - ii. Biometric readers for heart rate;¹
 - iii. GPS Locations every 1-2 minutes.
 - iv. Charging systems for Wearables.
 - v. Band Lock removal tools
 - b. Upon termination of this SOW, all Hardware shall be returned to Talitrix within 30 days.

4. Training Services

Talitrix will provide the necessary training to Customer personnel prior to provision of its services. If required, Talitrix can provide training to other Customer personnel via remote interactive webinar and/or at a central facility as the program expands at no charge to the Customer. Customer also agrees to assist with the program change-over and

¹ Customer acknowledges that the Wearables are not certified as medical devices and should not be considered as such.

implementation of Talitrix Products and Services.

5. Maintenance Services

Customer personnel will be instructed on how to properly maintain the Talitrix Equipment during the training sessions. Any maintenance concerns that cannot be corrected by Customer staff will be forwarded to Talitrix 's Case Management Center for further investigation.

6. Hours of Operation

Talitrix 's Participant tracking software operates 24 hours a day, 7 days a week, 365 days a year, and is fully supported by our Case Management Center 24 hours a day, 7 days a week, 365 days a year. Our notification center can be contacted at 678-799-7677

7. Reports

For report and activity information, the Customer will be able to access a Portal 24 hours a day seven days a week.

8. Record Retention

All notification activity and reports remain accessible for a period of eight (8) years. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived may require a minimum of 72 hours to retrieve and deliver to Customer personnel. Talitrix will make the data available at the request of the Customer and all data will be backed up on a regular basis.

9. TALITRIX EQUIPMENT

As required by this Agreement, upon the Customer's written request from time to time, Talitrix will provide to the Customer Talitrix Equipment solely for Customer's use in connection with the Services. Talitrix will Work with customer to maintain a sufficient level of Talitrix components necessary to support their deployment levels "(hereinafter "Par Level)". Par levels will be reviewed quarterly and adjusted as needed to support WCSO activities. It will be the Customer's responsibility to notify Talitrix of all Talitrix Equipment installations and removals in order to maintain a correct billing record. Talitrix will not be responsible if the Customer fails to report a Participant deactivated from the program on the required date, thus incurring additional charges. Customer will be responsible for checking the active/inactive client counts daily to ensure accuracy. However, Talitrix will work with the Customer, through the customer's assigned Account Manager, to develop procedures that minimize inaccuracies and correct issues upon occurrence.

The Customer will be responsible for the Talitrix Equipment. Any lost or damaged Talitrix

Equipment, above the allotted contractual amount, will require reimbursement to Talitrix at the rates as outlined under the Statement of Work Lost/Damaged/Stolen Equipment Schedule.

10. CUSTOMER RESPONSIBILITIES

Customer acknowledges that the Solution is merely one tool designed to assist Customer in performing Customer’s obligation to supervise and monitor Participants. Talitrix neither assumes such obligations nor guarantees that the Solution alone is sufficient for Customer to carry out Customer’s legal obligations with respect to Participants. The customer is solely responsible for the lawful, proper, and efficient supervision or monitoring of each Participant. This includes, but is not limited to, implementing and maintaining layered, varied or multiple means of supervising or monitoring Participants, providing complete Participant information forms to Talitrix 's Case Management Center, maintaining a reasonable inventory for future participants, as well as keeping an appropriate record of all Talitrix Equipment in use including alleged problems with any units.

Deployment/Setup/Administration

Customer is responsible for the following actions and providing the listed documentation as a part of the account set up and maintenance process:

Install (Definition): Install of a Talitrix systems consists of; creation of a participant account on the talitrix system, upload of any require court documents and install forms, assignment of a Talitrix band to the participant. Affixing the Talitrix to the wrist of the participant. Locking the Band to the participants wrist. Activating tracking of the locked band.

Documents required for Installation of Talitrix Solution: Either a Bond Document, Sentencing Probation document or Court Order/Electronic Monitoring req. Signed Participant Agreement. Optionally, Talitrix agency onboarding form or Book in form from the jail. Any of the above listed documents need to be uploaded to the Talitrix system under the participant’s provide>Documents folder.

Post installation: Updates to Court orders, Updated to Participant profile, Victim information. As changed are made to the participants court orders those documented should be added to the participants documents folder.

Holds: Before an installation is scheduled, it is good practice to verify that the participant does not have any holds in any other county. If there are holds, the county must be contacted, and a time frame established for the participant to have the band installed after release. (TBD). At times changes to bond language may be necessary to ensure release otherwise, the band will be cut at the holding agencies’ jail.

Locations Installs will be performed at: Installs will be at WCSO locations, or the jail of the bonding jurisdiction or other locations as deemed necessary by the WCSO.

Notice Period: If Talitrix is responsible for doing installations, (ex. a 48-hour window will be given for the band to be put on once registration is completed) (unless otherwise stated by Jurisdiction), and it has been verified that there are no holds in any other county.

Jail Access and contact information: A primary point of contact must be established at the jail. This person will be responsible for creating the participants' profile and obtaining any necessary documents. If they are doing installations, they must be trained on the installation and removal of the band.

Zone/curfew set up: Customer will be responsible for setting and managing zones and curfews inside the Talitrix system. Zones and Curfews can be set up into the following: Home Curfew, School Curfew, Work Curfew, Inclusion Zone, Exclusion Zone and Victim Zone. For a violation zone to be created, it should be stated in the Bond Order and contain an address. If there is a specific curfew, it should also be specified in the Bond Order.

Participant profile set up: Customer is responsible for all participant profile creation inside the Talitrix system.

Activation and Billing: Customer will be responsible for handling all installs, replacements, and removals of the Talitrix system. Billing begins when profile is marked "Active" in the participant profile page and stops when the profile is inactivated. Talitrix bands are not field repairable so removed devices in need of repair need to be sent back to Talitrix for testing and refurbishment. Damaged bands may result in a replacement charge to the customer under the payment terms.

Band replacement: Customer is responsible to all band removals and replacements. The band is first unlocked, uninstalled and unassigned within the TApp before physical removal.

Parts/consumables: Customer is responsible for handling parts replacements as needed by participants. Charging blocks, power cords, locking sets, and battery packs are the primary consumables. Talitrix will maintain a 20% inventory to replace any hardware needing replacement. Reorders are handled by emailing your assigned Talitrix Account Manager. Customer will not be charged for replacement of consumable items used in the normal course of business. Talitrix reserves the right to charge customers under the Pricing outlined in section 11 below for any determined to have been lost, stolen or damaged.

Out of State: If a participant will be living out of the state, the Jurisdiction in which the participant has charges must mandate that the participant return to the appropriate Jurisdiction for any repairs, replacements, or off-boarding of a band.

TALITRIX MASTER SERVICES AGREEMENT – Statement of Work

Communication: communication protocol must be established for our Case Management. Key Performance Indicators for incident response; This includes but is not limited to, a non-emergency 911 number, a supervisor and any emails or phone numbers that need to be contacted for each violation. It is the responsibility of the Customer to ensure Talitrix Case Management has the correct and up to date contact data to execute of the established communication protocols.

Auto notifications: Auto Notifications can be turned on by any supervisor that has access to the TApp. There are the options to select email and text notifications. This feature is customizable so that a Jurisdiction can receive notifications that are of high importance to their program. Talitrix will discuss Walton County’s Communications requirements during initial training and will document the agreed upon plan in writing shared between both parties. The Communication plan can be edited at any time as needed by the client to meet their specific agency needs.

Talitrix recommends turning on auto notifications only for Victim, Excluded, Dead Battery and Tamper alerts.

Communication Plan for: _____SAMPLE PLAN_____

Violation/Event	Talitrix Responsibility
Victim Zone Violation	Case mgmnt to contact Primary Point of Contact for participant department by PHONE and TEXT
Exclusion/Inclusion Violation	Case Mgmnt to contact Primary Point of Contact for participant department by TEXT
Curfew Violation (Home, Work School)	Auto Notification Only (if set up by supervisor) And include in Talitrix reporting
Band Tamper Violation	Case Mgmnt to contact participant and attempt to validate tamper. If participant responds and is cooperative, attempt to identify problem, notify _____ of a replacement requirement and document in Tapp Case. If participant does not respond, contact Primary Point of Contact for participant department by TEXT and TEXT
Dead Battery Violation	Case Mgmnt to contact Primary Point of Contact for participant department by TEXT and TEXT Dir
Low Battery Notification	Auto Notification Only (if set up by supervisor) And include in Talitrix reporting
Location Reporting Broken	Auto Notification Only (if set up by supervisor) And include in Talitrix reporting

11. Price.

Walton County Sheriff’s office shall pay the daily rate listed below for all active Talitrix systems on their account, monthly.

- a. Talitrix shall charge \$5.00 per day per offender. This pricing includes the deployment of the Talitrix system by Walton County Sheriff’s Officers and personnel.**

TALITRIX MASTER SERVICES AGREEMENT – Statement of Work

There is no minimum monthly requirement of active Talitrix systems required under this agreement.

Lost/Damaged/Stolen/Replacements

Talitrix shall invoice WSCO participants for any Lost or damaged equipment while on the system. Talitrix will invoice participants prior to replacements being supplied. Failure to replace damaged or missing Talitrix equipment may result in a loss for tracking of the participant and a violation of their bond conditions.

Walton County Sheriff’s office agrees to assist Talitrix in collections activities by assisting in the collection of payment information from participants and or contacting them to aid in the collection. If a participant is unable or unwilling to pay for replacement equipment needed to maintain tracking, and the Walton County Superior Court required the participant to remain on the system, the Walton County Sheriff agrees to pay for any such required equipment for the remainder of the duration that participant is on the Talitrix system.

Lost/Damaged/Stolen/Replacements of the Talitrix band shall be as follows:

- i. Band - \$400
- ii. Charging cord and block -\$20
- iii. Battery pack -\$40
- iv. Locking Clasp: \$5
- v. Removal tool kit: TBD

12. SOW Term.

This SOW will be effective as of the date of its execution and for a period of 12 months following the date on which the System becomes fully operational. It will renew automatically unless either Party notifies the other Party of its intent to terminate at least sixty (60) days prior to the expiration date of the then-current term. SOW terminates upon termination of the Agreement. Specifics of these terms can be edited upon mutual agreement by both parties as needed.

13. Transition.

Upon termination of this SOW, unless otherwise agreed by the Parties, all Wearables, as well as any Hardware and infrastructure shall remain the property of Talitrix and shall be returned to Talitrix within 30 days following such termination.

Talitrix shall provide no further services following termination except pursuant to an effective SOW. Unreturned equipment will be billed to the county at the itemized rates listed above.

Signature page to follow.

WITH INTENT TO BE BOUND, Talitrix and Subscriber, by signature of their authorized representatives, have executed this Agreement as of the Effective Date.

Accepted and agreed to by:

Talitrix, LLC

Signature: _____

Name: _____

Title: _____

Accepted and agreed to by:

Walton County Sheriff's Office

Signature: _____

Name: _____

Title: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement, together with one or more Service Orders signed by the parties (collectively, this “**Agreement**”), is entered into as of *the last* (“Effective Date”) by and between Talitrix, Inc, a Georgia corporation, or its designated Affiliate as specified in a Service Order or invoice (“Talitrix”, “We”, “Us”, “Our”) and Walton County Sheriff’s Office with offices at 1425 South Madison Avenue, Monroe, GA 30655 (“Subscriber”, “You”, “Your”).

The parties agree as follows:

1. DEFINITIONS

1.1 “Affiliate” means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where “control” means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.

1.2 “Agreement” means this Talitrix Services Agreement and any Service Orders you enter into with us.

1.3 “Authorized User” means your employee, your Affiliate’s employee, or a Permitted Third Party’s employee for whom you create a unique user name and password under your account.

1.4 “Client Software” means software components to be installed on your, your Affiliates’, or your Authorized Users’ computer systems or devices.

1.5 “Device” means the wearable positioning or tracking bands, mobile devices, base stations, beacons, connectivity transmitters (e.g., radio frequency, Wi-Fi, Bluetooth, GPS, etc.), positioning sensors, routers/switches, or other hardware, and associated firmware and Updates on any of them, that, in each foregoing case, works with the Services and is shipped you by us or on our behalf.

1.6 “Documentation” means our user documentation, in all forms, relating to the Service (e.g., user manuals, on-line help files, etc.).

1.7 “Permitted Third Party” means an entity under contract with you or your Affiliates who needs to access the Service to perform its obligations to you or your Affiliates and who is not our competitor.

1.8 “Professional Services” means the professional services specified in a Service Order, potentially including but not limited to implementation services, consulting, and training services.

1.9 “Service” means the service identified in the Service Order, as we may modify the service from time to time in our discretion, including any associated Client Software provided by us to you; provided, however, we will not make any modification to the Service during the term of a Service Order that materially reduces the functionality thereof.

1.10 “Service Order” means an ordering document or statement of work entered into between you and us specifying the services to be provided thereunder, including any addenda and supplements thereto. By entering into a Service Order under this Agreement, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to the Agreement.

1.11 “Subscriber Data” means any data uploaded into the Service by you or an Authorized User, data collected by a Device, or data otherwise provided by you or your Authorized Users for processing by the Service in accordance with this Agreement.

1.12 “Subscription Fees” means the fees for the Service specified in the Service Order.

1.13 “Technical Support Services” means our then-current technical support services offering for the Services and Devices, each as may be further described in a Service Order.

1.14 “Updates” means maintenance releases, error corrections, additions, changes, modifications, extensions, new versions and new release of software or firmware, excluding new products, services, features or functionalities we elect to sell separately.

2. FREE TRIALS

2.1 Free Trials. From time to time, we may offer versions or trials of the Services or Professional Services for a specified period of time without payment or at a reduced rate (e.g., at cost) (each, a “Free Trial”). If you purchase Services or Professional Services via a Service Order as a Free Trial, we will provide such Professional Services and make the Services available to you under the Free Trial until the earlier of (a) the end of the Free Trial period set forth in the Service Order, or (b) the start date of any Service subscription ordered by you for such Service, or (c) termination by us in our sole discretion. Additional Free Trial terms and conditions may be set forth in the applicable Service Order. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. We reserve the right, in our absolute discretion, to determine your eligibility for a Free Trial, and, subject to applicable laws, to withdraw or to modify a Free Trial

at any time without prior notice and with no liability, to the greatest extent permitted under law. ANY DATA YOU ENTER INTO THE SERVICE, AND ANY CONFIGURATION CHANGES MADE TO THE SERVICE OR DEVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS THOSE COVERED BY THE FREE TRIAL OR EXPORT SUCH DATA, BEFORE THE END OF THE FREE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CONFIGURATION CHANGES MADE DURING THE FREE TRIAL TO A FREE VERSION OF THE SERVICE, UNLESS THE DATA ENTERED OR CONFIGURATION CHANGES ARE TO FEATURES AVAILABLE IN THE FREE VERSIONS; THEREFORE, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

2.2 Inapplicable Provisions. NOTWITHSTANDING SECTION 10 (WARRANTIES AND DISCLAIMER), BETA VERSIONS, AND FREE TRIALS OF THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY. SECTION 11 (INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION) DOES NOT APPLY TO, AND SECTION 13.2 (CAP ON LIABILITY) DOES NOT LIMIT YOUR TOTAL LIABILITY WITH RESPECT TO FREE TRIALS OF THE SERVICE OR PROFESSIONAL SERVICES.

3. USE OF THE SERVICE

3.1 Use of the Service. Subject to the terms and conditions of this Agreement, we grant to you and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the applicable Subscription Term to use the Service solely in connection with the Device(s) and your internal business operations. Your and your Affiliates' rights to use the Service are subject to any limitations on use of the Service based on the version of the Service you purchase (e.g., applicable usage limits) and if and as set forth in the Service Order (collectively, the "Scope Limitations") and your rights to use the Service are contingent upon your compliance with the Scope Limitations and this Agreement. As part of the Service, we may provide you and your Affiliates with Client Software, which you and your Affiliates may install on your computer system or other devices and use solely to upload Subscriber Data into the Service. You are solely responsible for your conduct (including by and between all users), the content of Subscriber Data, and all communications with others while using the Service. You acknowledge that we have no obligation to monitor any information on the Service, but we may remove or disable any information that you make publicly available on the Service at any time for any reason or for no reason at all. We are not responsible for the availability, accuracy, appropriateness, or legality of Subscriber Data or any other information you may access using the Service.

3.2 Use of the Documentation. Subject to the terms and conditions of this Agreement, we grant to you and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in in this Agreement) right during the term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with use of the Service in accordance with this Agreement.

3.3 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, you will not, and will not permit or authorize your Affiliates or third parties to: (a) rent, lease, or, except as explicitly set forth in this Agreement, otherwise permit third parties to use the Service or Documentation; (b) use the Service to provide services to third parties as a service bureau or in any way that violates applicable law; (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network or system, or to breach security or authentication measures; (d) upload or provide for processing any information or material that is illegal, defamatory, offensive, abusive, obscene, or that violates privacy or intellectual property rights of any third party; (e) use the Service to harm, threaten, or harass another person or organization; or (f) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system. You will not copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of any Client Software or provide, disclose, or make any Client Software available to any third party, except that you may make one copy of Client Software solely for backup and archival purposes. You will neither alter nor remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Documentation or any Client Software and will include all such notices on any copies. You will ensure that your Affiliates and Permitted Third Parties comply with this Agreement. You will be directly and fully responsible to us for their conduct and any breach of this Agreement by them. We reserve the right to deactivate, change, or require you to change your user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Service for any reason or for no reason. We may exercise such right at any time, with or without prior notice.

3.4 Reasonable Use. Our ability to provide the Services is conditioned on your Reasonable Use of the Services and Devices. "Reasonable Use" means: (a) with respect to the Service, use of the Service (i) at a level not to substantially exceed the average usage of all customers of the Service as determined on an hourly, daily or monthly basis and (ii) that in Talitrix' reasonable discretion does not degrade the Service or impact our other customer's ability to access and utilize the Service; and (b) with respect to Devices, misapplication, misuse, modification, unauthorized installation, improper use with other software, damage, or negligence. Neither the Service nor the Devices are not intended to be, and shall not be, used with equipment, systems, or non-Talitrix approved applications that drive continuous heavy traffic or data sessions. We reserve the right to throttle down or otherwise limit the transfer of data by any Device if usage by a Device restricts, inhibits, disrupts, degrades or impedes our ability to deliver and monitor the Service, backbone, network nodes, and/or other network services provided, however, we shall notify you in advance of such action and the parties shall work together in good faith to resolve the issue prior to Talitrix taking any such action. Notwithstanding the foregoing, we reserve the right to take unilateral action

and immediately throttle down or otherwise take any and all actions, including termination or suspension of the offering on the Device, limiting throughput or amount of data transferred by you, or requiring you to pay additional fees, if Talitrix reasonably believes interference or material impairment to Talitrix' network is imminent and immediate action is necessary, until such issue is resolved.

3.5 Authorized Users Only. This Agreement restricts the use of the Service to Authorized Users, up to the number of users specified in the Service Order. An Authorized User account must not be shared among users. Additional Authorized Users may be added by paying the applicable fees to us at our then-current rate or as otherwise specified in a Service Order. The Authorized Users who are employees of Permitted Third Parties may access and use the Service solely to perform the Permitted Third Party's contractual obligations to you subject to the use limitations set forth in this Agreement. As part of the registration process, you may be asked to identify your company and other Authorized Users who should be associated with your account. You will not misrepresent the identity or nature of the company or Authorized Users who should be associated with your account. We may reassign the domain name associated with your account and change the way you access the Service at any time in our sole discretion. You are responsible for maintaining the confidentiality of your login, password, and account and for all activities that occur under your login and account, including the activities of Authorized Users.

3.6 Protection against Unauthorized Use. You will, and will ensure that your Affiliates and Permitted Third Parties use reasonable efforts to prevent any unauthorized use of the Service or Documentation, and you will immediately notify us in writing of any unauthorized use that comes to your attention. If there is unauthorized use by anyone who obtained access to the Service or Documentation directly or indirectly through you, your Affiliate, or a Permitted Third Party, you will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by us to prevent or terminate unauthorized use of the Service or Documentation. We may, at our expense and no more than once every 12 months with reasonable notice, appoint our own personnel or an independent third party to verify that your use of the Service complies with the terms of this Agreement.

3.7 Beta Versions. From time to time, we may make available for you to try, at your sole discretion, certain functionality related to the Service, which is clearly designated as beta, pilot, limited release, non-production, or by a similar description (each, a "Beta Version"). Beta Versions are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. We may discontinue Beta Versions at any time in our sole discretion and may never make them generally available. We have no liability for any harm or damage arising out of or in connection with a Beta Version.

3.8 Reservation of Rights. We retain all right, title, and interest in and to the Service, Client Software and Documentation and all related intellectual property rights, including without limitation any modifications, updates, customizations, cards, apps, or other add-ons. Your rights to use the Service, Documentation, and Client Software are limited to those expressly set forth in this Agreement. We reserve all other rights in and to the Service, Client Software, and Documentation.

3.9 Service Availability. We perform and maintain regular database backups according to the retention policy appropriate for the particular system. We incorporate database and system maintenance operations and processes designed to address data consistency, indexing, and integrity requirements that also help improve query performance. We have implemented and will maintain commercially reasonable measures intended to avoid unplanned Service interruptions. We will use commercially reasonable efforts to notify you in advance of planned Service interruptions. In the event of an unplanned Service interruption, you may contact us for Technical Support Services, as described in this Agreement. The Service depends on the availability of the Subscriber Data from you and third-party data providers. You are responsible for making the Subscriber Data available that is necessary for us to provide the Service.

4. PROFESSIONAL SERVICES AND TECHNICAL SUPPORT SERVICES

4.1 Professional Services. You may contract with us to perform Professional Services. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described on the Service Order. Unless otherwise specified in the applicable Service Order, any unused portion of the Professional Services and training will expire and may not be carried over after 12 months from the Service Order effective date.

4.2 Changes to Professional Services. You may reasonably request in writing that revisions be made with respect to the Professional Services set forth in a Service Order. If your requested revisions materially increase the scope of the Professional Services or the effort required to perform the Professional Services under the Service Order, then we will deliver to you a written proposal reflecting our reasonable determination of the revised Professional Services, delivery schedule, and payment schedule, if any, that applies to the requested revisions. If you approve the proposal, then the parties will execute an amendment to the Service Order. Otherwise, the then-existing Service Order will remain in full force and effect, and we will have no obligation with respect to the relevant change requests.

4.3 Technical Support Services. During an Order Term, as set forth in a Service Order, we will provide you with the applicable Technical Support Services for the version of the Service to which you are subscribed so long as you are current in payment of the Subscription Fees (if applicable). You are responsible for providing support to Permitted Third Parties.

4.4 Your Responsibilities. You will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable us to perform the Professional Services and Technical Support

Services. You acknowledge that our ability to provide Professional Services as described in the Service Order and Technical Support Services may be affected if you do not meet your responsibilities as set forth above.

4.5 Feedback and Other Content. The Service may permit the submission of, or you, your Affiliates, and Permitted Third Parties may otherwise provide, feedback, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the use, feature, functions or operation of the Service. You grant to us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit such content without restriction.

5. DEVICES

5.1 Use. During the Order Term, subject to commercial availability and your timely payment and full compliance with the terms of the Agreement, we will deliver to you Devices pursuant to the applicable Service Order that can be used with Services in accordance with the Documentation.

5.2 Shipment; Risk of Loss. You will be responsible for shipping and insurance from such shipping point to the delivery locations stated in the Service Order.

5.3 Additional Orders. We will provide to you the Devices pursuant to the applicable Service Order and the terms of the applicable Service Order. You may order additional Devices by providing us with a written request or purchase order, so long as such Device is commercially available. All additional purchase orders must be in writing and accepted by us. Once accepted by us, additional purchase orders will become part of and are incorporated into the applicable Service Order and are subject to the terms and conditions set forth in the Agreement.

5.4 Wireless Carrier and Mobile Device Charges. You are responsible for paying for: (a) any additional data charges imposed by a wireless carrier for over the air Updates or related to use of the Services that is not consistent with Reasonable Use; and (b) compatible mobile devices and support for such mobile devices (and such costs and services are not included in the fees or in this Agreement).

5.5 Lost Devices. The Devices will at all times remain our property. Unless we provide written instructions otherwise, you are solely responsible for the collection and return of Devices within 30 days from the earlier of (a) termination or expiration of the applicable Service Order pursuant to which the Device was provided, (b) notice of a product recall from us, or (c) the expiration or termination of this Agreement. You must immediately notify us in writing if a Device is lost, stolen, or damaged (each, a "Lost Device"). We will invoice you, and you will pay to us, the full replacement cost, plus a twenty-five (25%) restocking fee, for each Lost Device (the "Lost Device Fee"). Any Device that is not returned to us in the same condition in which it was provided by us (normal wear and tear excepted), or that is not returned to us within 30 days of the date on which it was to be returned, will be deemed a Lost Device. You will not be eligible for a refund or credit for any amount paid for a Lost Device that is subsequently recovered.

5.6 Updates. We will, when reasonably practical, cause Updates to automatically install over the air to the Device firmware.

5.7 Recalls. We may elect from time to time to institute Device recalls, in our sole discretion. You shall fully cooperate with us in facilitating any Device recall, including, without limitation, by granting Talitrix sufficient access to your facilities to permit us to uninstall and remove any recalled Devices and providing us with requested information regarding who used a recalled Device.

6. FEES AND PAYMENT

6.1 Fees and Payment Terms. Unless otherwise specified in a Service Order, the Subscription Fees for the initial subscription term and Professional Service fees set forth in the Service Order are due upon execution of the Service Order. After the initial subscription term, Subscription Fees will be invoiced annually at the then-current rate for the Service or as otherwise specified in a Service Order, at least 30 days in advance of the start of each renewal period. Fees for additional Service quantities and Professional Services will be invoiced at the time of order, unless otherwise agreed in writing by the parties. You will pay all amounts in full within 30 days after the invoice date. The charges in an invoice will be considered accepted by you unless we are notified of a good faith dispute in writing within 15 days of the date of the invoice. Unless expressly provided otherwise in a Service Order, all amounts payable under this Agreement are denominated in United States dollars, and you will pay all such amounts in United States dollars.

6.2 Late Payment. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded monthly from the date due until the date paid. You will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by us to collect any amount that is not paid when due. Amounts due from you under this Agreement may not be withheld or offset by you against amounts due to you for any reason.

6.3 Taxes. The fees stated in a Service Order do not include local, state, federal, or foreign taxes (e.g., value-added, sales, or use taxes), or fees, duties, or other governmental charges resulting from this Agreement other than taxes on Talitrix's income ("Taxes"). You are responsible for paying all applicable Taxes. If we determine that we have the legal obligation to pay or collect Taxes, we will add such Taxes to the applicable invoice and you will pay such Taxes, unless you provide us

with a valid tax exemption certificate from the appropriate taxing authority. If a taxing authority subsequently pursues us for unpaid Taxes for which you are responsible under this Agreement and which you did not pay to us, we may invoice you and you will pay such Taxes to us or directly to the taxing authority, plus all applicable interest, penalties and fees.

6.4 Future Functionality. Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Effective Date and shall continue unless earlier terminated as expressly provided in this Agreement. Unless otherwise specified on the Service Order, an Order Term shall commence upon the effective date of the applicable Service Order and shall continue for twelve (12) months thereafter. In the event you place additional Service Orders for the same Service, we may adjust the duration of the additional Order Terms to co-terminate with the Order Terms for that Service. Each Order Term is non-cancelable, and upon expiration shall automatically renew for additional annual terms at our then current rates, unless either party provides the other with no less than sixty (60) days prior written notice of its intent to not renew. This Agreement shall terminate upon the termination or expiration of all Service Orders entered by the parties pursuant hereto.

7.2 Termination. Either party may terminate this Agreement if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. A breach of this Agreement by your Affiliate, or a Permitted Third Party will be treated as a breach by you. Termination in accordance with this Subsection will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. If you fail to timely pay any Subscription Fees or Professional Services Fees, we may, without limitation to any of our other rights or remedies, suspend performance of the Service, Professional Services, and Technical Support Services until we receive all amounts due, or may terminate this Agreement pursuant to this Subsection. We may terminate your license to use Free Versions at any time in our sole discretion.

7.3 Post-Termination Obligations. If this Agreement is terminated for any reason: (a) we have no obligation to provide or perform any Service, Professional Services, or Technical Support Services after the effective date of the termination; (b) you will immediately pay to us any Subscription Fees, Professional Services Fees, and other amounts that have accrued prior to the effective date of the termination; (c) any and all liabilities accrued prior to the effective date of the termination will survive; (d) you will provide us with a written certification signed by your authorized representative certifying that all use of the Service and Documentation by you, your Affiliates, and Permitted Third Parties has been discontinued and the Client Software has been de-installed from your and your Affiliates' computer systems; and (e) Sections and Subsections 1, 2, 3.8, 4.5, 5, 7.3, 8, 9.3, 10.5, 12, and 13 will survive termination. If this Agreement is terminated by us for your uncured material breach or by you other than as a result of a material, uncured breach by us, you will pay to us the amounts due under the applicable Service Order as of the date of such termination. If you terminate this Agreement for our uncured material breach, as your exclusive remedy, we will provide you a pro-rata refund of all prepaid but unused Subscription Fees for the remainder of the then-current term.

8. CONFIDENTIAL INFORMATION

8.1 Definition. "Confidential Information" means non-public business information, know-how, and trade secrets in any form, including information regarding our product plans, Beta Versions, terms of this Agreement, and any other information a reasonable person should understand to be confidential, which is disclosed by or on behalf of either party or its Affiliates to the other party or its Affiliates, directly or indirectly, in writing, orally, or by inspection of tangible objects, and whether such information is disclosed before or after the Effective Date specified on the Service Order. Confidential Information includes this Agreement and its terms. "Confidential Information" excludes information that (a) is publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party through no action or inaction of the receiving party; (b) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (c) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

8.2 Maintenance of Confidentiality. The party receiving Confidential Information hereunder agrees to take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than reasonable care, to prevent the unauthorized duplication or disclosure of the Confidential Information to third parties without the disclosing party's prior written consent. The receiving party may disclose the disclosing party's Confidential Information to the receiving party's employees or agents who reasonably need to have access to such information to perform the receiving party's obligations under this Agreement, and who will treat such Confidential Information under the terms of this Agreement. Provided that such Permitted Third Party is bound by obligations of confidentiality and nonuse no less restrictive than the terms of this Agreement, you may disclose our Confidential Information to a Permitted Third Party solely to the extent required for such Permitted Third Party to be able to access and use the Service pursuant to this Agreement. Also, we may disclose this Agreement to actual and potential investors and funding sources and their representatives, in each case who agree to hold it in confidence. The receiving party may disclose the disclosing party's Confidential Information if required by law so

long as the receiving party gives the disclosing party written notice of the requirement prior to the disclosure (where permitted) and reasonable assistance, at the disclosing party's expense, in limiting disclosure or obtaining an order protecting the information from public disclosure.

8.3 Return of Materials and Effect of Termination. Upon written request of the disclosing party, or in any event upon any termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all materials, in any medium, to the extent containing or reflecting any of the disclosing party's Confidential Information. Following expiration or termination of this Agreement, we may purge your Subscriber Data and your Service environment from our systems. The obligations in this Section 8 survive for three years following expiration or termination of this Agreement, except that Confidential Information that constitutes a trade secret of the disclosing party will continue to be subject to the terms of this Section 8 for as long as such information remains a trade secret under applicable law.

9. DATA SECURITY

9.1 Data Security. We implement and maintain physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration, or disclosure of Subscriber Data. These measures include encryption of Subscriber Data during transmission to the Service, and encryption of backups of Subscriber Data and authentication credentials at rest. We will notify you of any unauthorized access to, or use of, Subscriber Data that comes to our attention. If any unauthorized disclosure of Subscriber Data resulting from your use of the Service comes to our attention, we will work with you to investigate the cause of such unauthorized disclosure, and will work together in good faith to take the steps reasonably necessary to prevent any future reoccurrence and to comply with applicable data breach notification laws.

9.2 Data Transmission. You acknowledge that use of the Service involves transmission of Subscriber Data and other communications over the Internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties. You must protect your Authorized User login names and passwords from access or use by unauthorized parties, and are solely responsible for any failure to do so. You must promptly notify us of any suspected security breach at compliance@talitrix.com.

9.3 Subscriber Data. Subscriber Data is your property. You grant us a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, aggregate, and display Subscriber Data as required to provide or perform the Service, Technical Support Services, account management services, and Professional Services, and to publish, display, and distribute de-identified, aggregated information derived from Subscriber Data and from your use of the Service for purposes of improving our products and services, and developing, displaying, and distributing benchmarks and similar reports, provided that any such data is not publicly identified or identifiable as originating with or associated with you or any individual person.

10. WARRANTIES AND DISCLAIMER

10.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution and delivery of the Service Order, or performance of this Agreement.

10.2 Our Warranty. We warrant that the Service as delivered to you will materially conform to the specifications set forth in the applicable Service Order, during the term of the Service Order. You must notify us of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears. We further warrant that we will perform Professional Services in a professional and workmanlike manner in accordance with the Service Order. To the extent permitted by law, your sole and exclusive remedy arising out of or in connection with a breach of warranty is limited to correction of the non-conforming Service or re-performance of the Professional Service, as applicable, or if correction or re-performance is not commercially reasonable, termination of the applicable Service Order and a refund of any prepaid unused fees for the applicable Service or Professional Services.

10.3 Device Warranty. During the Order Term, we warrant that our Technical Support Services will allow the Devices that we install to operate as substantially described in the applicable Documentation ("Good Working Order") provided that the Device has been Updated (if applicable, in accordance with Section 5.5 above) and has not been subject to misapplication, misuse, modification, unauthorized installation, improper use with other software, damage, or negligence. Repair or replacement is your sole and exclusive remedy for this warranty. Removal and return of the Device that is not in Good Working Order will be at your expense and risk of loss. The failed Device must be received by us within 30 days of issuance of a return materials authorization ("RMA") number or you may be invoiced the Lost Device Fee. Following issuance of the RMA number, we will advance replace the failed Device by shipping to you, at our expense, a replacement Device, which may be refurbished. We do not warrant or support any third party owned products provided to you under a Service Order (you must contact and pay that third party owner directly for any available support).

10.4 Sensitive Personal Information. Unless we specifically agree otherwise in writing, you represent and warrant that neither you nor any Authorized User will upload into the Service, or otherwise provide for processing by the Service, any Sensitive Personal Information. "Sensitive Personal Information" means Sensitive Personal Information and any similar term (e.g., "Sensitive Personal Data," "Protected Health Information," etc.) as defined under relevant privacy or data protection laws, including, without limitation, the Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996

US Children's Online Privacy Protection Act, and Family Educational Rights and Privacy Act. Without limitation, "Sensitive Personal Information" includes: personal financial and financial account information, sexual orientation, personal medical or health information, personal information of children under 13, personal education records, and social security, national identity, national insurance, and similar personal identifiers. You further represent and warrant that you and any Authorized User will comply with all applicable laws, regulations, self-regulatory guidelines, and your privacy policy with respect to the collection, transfer, and use of any personally identifiable information in connection with the Service, including proper disclosure and receipt of all required consents from each individual to transfer such personally identifiable information to us.

10.5 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.

11. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

11.1 Defense of Infringement Claims. To the extent allowed by law, we will, at our expense, either defend you from or settle any claim, proceeding, or suit brought by a third party ("Claim") against you alleging that your use of the Service infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right. You must (a) give us prompt written notice of the Claim; (b) grant us full and complete control over the defense and settlement of the Claim; (c) provide assistance in connection with the defense and settlement of the Claim as we may reasonably request; and (d) comply with any settlement or court order made in connection with the Claim. You will not defend or settle any Claim under this Subsection 11.1 without our prior written consent. You may participate in the defense of the Claim at your own expense and with counsel of your own choosing, subject to our sole control over the defense and settlement of the Claim as provided above.

11.2 Indemnification of Infringement Claims. We will indemnify you and your Affiliates from and pay: (a) all damages, costs, and attorneys' fees finally awarded against you and your Affiliates in any Claim under Subsection 11.1; (b) all out-of-pocket costs, including reasonable attorneys' fees reasonably incurred by you in connection with the defense of a Claim under Subsection 11.1 (other than attorneys' fees and costs incurred without our consent after we have accepted defense of the Claim and expenses incurred pursuant to the last sentence of Subsection 11.1); and (c) all amounts that we agree to pay to any third party to settle any Claim under Subsection 11.1.

11.3 Exclusions from Obligations. We have no obligation under this Section 11 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Service in combination with other products or services; (b) any aspect of the Service configured specifically for you to comply with designs, requirements, or specifications required by or provided by or on your behalf; (c) use of the Service by you, any Affiliate, or any Permitted Third Party outside the scope of the rights granted in this Agreement; (d) failure of you, any Affiliate, or any Permitted Third Party to use the Service in accordance with instructions provided by Us; or (e) any modification of the Service not made or authorized in writing by Us.

11.4 Infringement Remedies. In the defense or settlement of any infringement Claim, we may, at our sole option and expense: (a) procure for you a license to continue using the Service; (b) replace or modify the allegedly infringing technology to avoid the infringement; or (c) if the foregoing are not commercially feasible in our sole judgment, then terminate your license and access to the Service and refund any prepaid, unused Service fees as of the date of termination. This Section 11 states our sole and exclusive liability, and your sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Service.

12. INDEMNIFICATION

12.1 Defense. To the extent allowed by law, you will defend us and our Affiliates from any actual or threatened third-party Claim arising out of or based upon (a) use of the Service by you, your Affiliates, or Permitted Third Parties that is not in accordance with the terms of this Agreement; and (b) the Subscriber Data or other materials or information provided by you or on your behalf under this Agreement. We will give you prompt written notice of the Claim and provide assistance in connection with the defense and settlement of the Claim as you may reasonably request. We may participate in the defense of any Claim at our own expense and with counsel of our own choosing.

12.2 Indemnification. To the extent allowed by law, you will indemnify us from and pay: (a) all damages, costs, and attorneys' fees finally awarded against us in any Claim under Subsection 12.1; (b) all out-of-pocket costs, including reasonable attorneys' fees reasonably incurred by us in connection with the defense of a Claim under Subsection 12.1 (other than attorneys' fees and costs incurred without your consent after you have accepted defense of the Claim); and (c) all amounts that you agree to pay to any third party to settle any Claim under Subsection 12.1.

13. LIMITATIONS OF LIABILITY

13.1 Disclaimer of Indirect Damages. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

13.2 Cap on Liability. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY YOU UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR OBLIGATION TO PAY ANY FEES UNDER THIS AGREEMENT OR ANY SERVICE ORDER.

13.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY US TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

14. GENERAL

14.1 Access by Competitors. You may not access the Service if you are our direct competitor, except with our prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purpose.

14.2 U.S. Government Use. If the Service is licensed under a United States government contract, you acknowledge that the Service is a "commercial item" as defined in 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in FAR Section 2.101 and Section 252.227-7014 of the Defense Federal Acquisition Regulation Supplement (48 CFR 252.227-7014) and used in 48 CFR 12.212 or 48 CFR 227.7202-1, as applicable. You also acknowledge that the Service is "commercial computer software" as defined in 48 CFR 252.227-7014(a)(1). United States government agencies and entities and others acquiring under a United States government contract will have only those rights, and will be subject to all restrictions, set forth in this Agreement.

14.3 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement.

14.4 Relationship. We will be and act as an independent contractor (and not as the agent or representative of you) in the performance of this Agreement.

14.5 Publicity. We may only use your name, trademarks, and service marks to the extent necessary to fulfill our obligations under this Agreement or as otherwise explicitly authorized in this Agreement or a Service Order. We may only reference Subscriber's name in our marketing and publicity materials with Subscriber's express written consent.

14.6 Assignment and Delegation. You may not assign any of your rights or delegate any of your obligations under this Agreement (in whole or in part) without our prior written consent, except in connection with a change of control, merger, or by operation of law. Your assignment or delegation will not relieve you of your obligations under this Agreement nor release you of your liability under this Agreement. We may voluntarily, involuntarily, or by operation of law assign any of our rights or delegate any of our obligations under this Agreement without your consent; provided, however, no assignment of our rights or delegation of our obligations under this Agreement will relieve us of our obligations hereunder unless the assignee or delegate assumes the same in writing. Any purported assignment or delegation in violation of this Subsection will be null and void. Subject to this Subsection, this Agreement will bind and inure to the benefit of each party's respective permitted successors and permitted assigns.

14.7 Subcontractors. We may use subcontractors or other third parties in carrying out our obligations under this Agreement and any Service Order. We remain responsible for all of our obligations under this Agreement.

14.8 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or overnight courier, return receipt requested, to the appropriate party at the address set forth in the Service Order and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Subsection. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

14.9 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

14.10 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Georgia, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

14.11 Arbitration. Disputes pertaining to the subject matter of this Agreement, including the enforcement or interpretation of the same, which the parties are unable to resolve informally, shall be resolved by litigation brought in the Superior Court of Walton County, Georgia or in the United States District Court for the Middle District of Georgia..

14.12 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, including, without limitation, your Affiliates, Permitted Third Parties, or Authorized Users.

14.13 Waiver and Modifications. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. The terms of this Agreement may only be changed upon the written agreement of both Parties hereto..

14.14 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, your right to use the Service will immediately terminate.

14.15 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

14.16 Counterparts. The Service Order may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. The Service Order may also be executed and delivered by facsimile or electronically and such execution and delivery will have the same force and effect of an original document with original signatures.

14.17 Entire Agreement. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, including any prior Nondisclosure Agreement between the parties or their Affiliates. If there is a conflict between the terms of this Agreement and a Service Order, the terms of the Service Order will control. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. Neither party will be bound by, and each party specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by the other party in any acceptance, confirmation, invoice, purchase order, receipt, correspondence, or otherwise, unless each party mutually and expressly agrees to such provision in writing.

WITH INTENT TO BE BOUND, Talitrix and Subscriber, by signature of their authorized representatives, have executed this Agreement as of the Effective Date.

Accepted and agreed to by:

Talitrix, LLC

Signature: _____

Name: _____

Title: _____

Accepted and agreed to by:

Walton County Sheriff's Office

Signature: _____

Name: _____

Title: _____

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and _____, with its primary business address at _____ (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security. Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of 5 years (the “Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days’ prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY’s application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and

limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a

third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services (“Absorbed Fee Model”) will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY’s designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction (“Service Fee Model”) will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE’s pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days’ notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY’S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF

THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

16. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable

control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

17. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the state of _____ without reference to choice of laws rules.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

20. PUBLICITY

Neither Party shall use the other Party’s name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party’s waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

25. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

CSG FORTE PAYMENTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A DEFINITIONS

ACH Network. “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

Consumer. “Consumer” means the individual end users, Constituents of AGENCY.

CPA. “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

Debit Entry. “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

Laws. “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. “Merchant” means AGENCY.

NACHA. “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

Payment Network Resources:

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

PCI-DSS. “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

RDFI. “RDFI” or “Receiving Depository Financial Institution” means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.

2. **Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

**APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE**

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.
All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.
2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.
3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.
4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.
5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:
 - An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
 - Merchant's physical address in the U.S.
 - An email address or telephone number for customer service disputes.
 - Return/refund policy.
 - A description of Merchant's delivery policy (e.g., no overnight delivery).
 - A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
 - A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.
6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).
8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.
9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.
10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

APPENDIX E INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
 - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
- a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
 - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
 - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
 - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

SCHEDULE 1
PRICING FEE SCHEDULE

Such Pricing Fee Schedule is executed and attached to AGENCY's "Merchant Application" and incorporated herein by reference.



**PRICING FEE SCHEDULE
Walton County, GA**

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office.

Service (Convenience) Fee Pricing Option:
MasterCard, Visa, Discover and American Express, Debit cards.
 3.10% of the payment amount per transaction with a minimum fee of \$2.00

Electronic check – online WEB and IVR payments
 Includes Forte Verification for known accounts.

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction

Absorbed Pricing Option:
Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Option 1. Visa, MasterCard, Discover, American Express	From 2.85% to 3% +\$0.15	Per Transaction
Forte Protect (End-2-End Encryption)	\$0.10	Per transaction
Forte Protect (Key Injection Fee)	\$25.00	One time Per Device
Account Updater (Optional)	\$0.35	Per Transaction
Account Updater (Optional)	\$25.00	Per Month
Credit Card Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.35	No Charge - Waived
ACH Fee-debits/credits	\$0.55 to \$1.50 with Forte Validate	Per Transaction
ACH Return Fee	\$2.00	Per Return
Monthly Fee	\$5.00	Each Month per Merchant Account

*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your office. The advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.



Forte’s fees include: Total volume processed multiplied by bpts
 Total # of transactions processed by per item fee

Gateway Only Pricing Option:

Fee Description	Fee	Frequency
Forte Gateway Fee	\$0.20	Per Transaction
Monthly Gateway Fee	\$29.99	Per Merchant ID

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Hybrid with cables)		\$450.00 per terminal plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		\$219/Device with Docking station plus shipping

Select pricing option(s) desired:

Absorbed Pricing

Service Fee Pricing

Gateway Only Pricing

Option 1

Option2

Dual Bill

*Required Merchant Signature: _____

Date _____



Walton County Board of Commissioners Facilities/Risk Mgmt. Dept.

Item 10.1.

303 South Hammond Dr.
Suite 97
Monroe, GA 30655
(770) 267-1401

TO: Rhonda Hawk County Clerk / Purchasing Director

FROM: Hank Shirley

Date: June 28, 2023

RE: Pre-engineered Metal Buildings (2)

Ms. Hawk,

In accordance with the Walton Country Purchasing Policy, we have advertised a Request for Proposal to provide installation of Two Pre-engineered Metal Buildings.

For Building One, a 38' x 100' building to be used as a garage for Walton Co. EMS and storage for Elections, located at 1110 E. Spring Street, Monroe, Ga, 30655. We received three responsive proposals listed below.

Drummond Construction. -----	\$180,349.00
Bayne Development Group. -----	\$219,373.00
Sunbelt Builders. -----	\$265,440.00

It is my recommendation that the Board of Commissioners accept the proposal of **\$180,349.00** from Drummond Construction. Drummond Construction has previously performed satisfactory work for the County on similar projects without issue. Their experience and qualifications have been verified to the County's satisfaction.

For Building Two, modifications to an existing metal building at Criswell Rd that will be used for indoor pickleball courts and 4-H S.A.F.E programs. We received two responsive proposals listed below.

Bayne Development Group. -----	\$163,373.00
Sunbelt Builders. -----	\$203,144.00

It is my recommendation that the Board of Commissioners accept the proposal of **\$163,373.00** from Bayne Development Group. Bayne Development Group is a local company out of Watkinsville. Their experience and qualifications have been verified to the County's satisfaction.

Hank Shirley, Director
Facilities/Risk Mgmt. Dept.

Hank Shirley