

MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, October 19, 2015, beginning at 6:00 p.m. with Chairperson Rita Johnson presiding. Commissioners Bart Miller, Gwen Flowers-Taylor and Donald F. Hawbaker were present. Commissioner Raymond Ray was absent from the meeting. Also present were County Manager William P. Wilson Jr., Assistant County Manager, Eric Mosley, County Attorney, Jim Fortune and Executive Secretary, Kathy Gibson to record the minutes.

I. **OPENING (CALL TO ORDER)** by Chairperson Rita Johnson.

II. **INVOCATION** led by Commissioner Donald Hawbaker.

III. **PLEDGE TO FLAG** led by Commissioner Bart Miller.

IV. **PRESENTATIONS/PROCLAMATIONS**

1. Consider approval of a Proclamation designating October 26-31, 2015 as Red Ribbon Week in Spalding County.

Motion/Second by Flowers-Taylor/Miller to approve a Proclamation designating October 26-31, 2015 as Red Ribbon Week in Spalding County. Motion carried unanimously by all.

Commissioner Flowers-Taylor read the proclamation.

Tyshaua Crawford and Indiana Flynn advised that the Spalding Youth Advisory Council is part of the Spalding Collaborative and the goal of this group is to share a positive message with their peers. They advised that they are currently moving forward with AIDs prevention in the community and it is the goal of this group to make October 26-31 their Red Ribbon Week. Red Ribbon Week will focus on being alcohol and drug free, and the theme this year is to respect yourself.

Proclamation

RED RIBBON WEEK

WHEREAS: According to the Centers for Disease Control and Prevention, “alcohol use by persons under 21 years of age is a major public health problem;” and,

WHEREAS: According to the National Institute on Alcohol Abuse and Alcoholism (NIAAA), “underage alcohol use is more likely to kill young people than all illegal drugs combined;” and,

WHEREAS: The National Council on Alcoholism and Drug Dependence, Inc. (NCADD) reports that “Alcohol use by young people is extremely dangerous –both to themselves and to society, and is directly associated with traffic fatalities, violence, suicide, educational failure, alcohol overdoes, unsafe sex and other problem behaviors;” and,

WHEREAS: The National Institute on Alcohol Abuse and Alcoholism (NIAAA) reports that “Alcohol consumption during adolescence and young adulthood may have profound effects on brain structure and function.

Heavy drinking may impair brain growth and functions such as blood flow to certain regions of the brain and electrical brain activities;" and,

WHEREAS: According to the 2014 Georgia Student Health Survey, 14.5% of Spalding County students report using alcohol within the last 30 days; and,

WHEREAS: The 2014 Georgia Student Health Survey reports that the average age of first alcohol use in Spalding County is 12 years old; and,

WHEREAS: Youth, with care and support from family, friends, health professionals, teachers, clergy and others, can avoid the negative effects of alcohol and drugs; and,

WHEREAS: The Spalding Collaborative Youth Advisory Council (YAC) invites all residents of Spalding County to participate in Red Ribbon Week 2015;

NOW, THEREFORE

BE IT RESOLVED That I, Rita Johnson, Chairperson of the Spalding County Board of Commissioners do hereby proclaim October 26-31, 2015 as

“RED RIBBON WEEK”

in Spalding County and encourage parents, caregivers and all residents to prevent underage alcohol use by talking to youth about the harmful effects and consequences; and how they can resist pressure to get involved in the use of alcohol.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this, the nineteenth day of October, in the year of our Lord, two thousand fifteen.

Rita Johnson, Chairperson

William P. Wilson, Jr., County Clerk

Chairperson Rita Johnson and Commissioner Bart Miller presented the proclamation designating October 26-31, 2015 as Red Ribbon Week in Spalding County to Tyshaua Crawford and Indiana Flynt, representatives of the Spalding County Youth Collaborative Council.

2. Spalding County Correctional Institute Warden Carl Humphrey to provide an update on ongoing operations and new projects proposed in the upcoming year.

Warden Humphrey stated that he wanted to thank the Board for allowing him to come and talk about the good things that are happening at the CI. He started by stating the mission of the CI which is: “To provide for the safety and security of the State Inmates while they are in our custody and to provide a labor force supporting Spalding County.”

Warden Humphrey stated that the CI currently houses 384 inmates who are medium security inmates who are considered low risk, there are no violent offenders nor any sex offenders. Most of the inmates will average a 12 to 24 month stay at the CI. To qualify for this facility they have to have less than 13 years remaining on their sentence to serve.

The staff is currently responsible for running 69 outside details that go out into the community, these details range from 2 inmates per detail

to as many as 17 inmates per detail, averaging 280 inmates working outside of the facility on any given day. Additionally there are 6 inside details that work inside of the facility, these are the orderlies, barbers, food service and laundry averaging 70 inmates per day. Additionally there are new arrivals and inmates that are on disciplinary isolation for violation of the rules.

Warden Humphrey the advised that 100% of the inmates that come into the Spalding County CI will be released back into the community. Very few of them will be released into this area, but somewhere in the State of Georgia they will be re-entering a community.

Warden Humphrey then advised that 60% of all inmates in the prison system do not have a GED or high school education. Currently, 161 inmates in the Spalding County CI have education needs. It has been proven that if the inmates re-entering the community have a high school education or GED their chances for employment increase by 13%. Additionally, if they have Vocational Training their chances for employment increases by 28%. Warden Humphrey then added that participation in educational programs introduced while the individuals are incarcerated reduces their odds of returning to prison by 43%. He added that the recidivism rate in the State of Georgia is currently at 30%.

Warden Humphrey advised for these reasons, Governor Deal introduced the Criminal Justice Reform Act approximately 4 1/2 year ago. The purpose of this Act was to reduce the prison population by:

- Introducing programs that assisted inmates while they are incarcerated so they will be employable when they are released from the prison system.
- Provide funding for programming and education, there has been a significant increase in the Department of Corrections funding specifically designated for educational programs. He advised that the CI may be able to tap in to some of these funding sources as we introduce the education programs to be discussed.
- Additionally this Act provided alternative sanctions to defer inmates from actually going to prison. This has caused a significant reduction in the Georgia inmate population. He advised that three years ago was a little over 60,000 and currently the inmate population is below 54,000 showing a significant decrease in the inmate population.

Warden Humphrey then reviewed the programs currently being provided to the inmates at the CI and the number of inmates who had completed the programs from July 2014 through July 2015.

- **Motivation for Change** focuses on changing the inmates' behavior, this program also includes substance abuse programs. We have had 257 inmates complete this program during FY2015.
- **Detour** is a new program started in May of 2015. This program is designed to teach the inmate to slow down the decision making process so they don't rapidly respond to situations presented and make bad decision. 30 inmates completed this program in FY2015.
- **Matrix Early Recovery Program** and **Matrix Relapse Prevention** are provided to inmates who have been identified with substance abuse problems. 42 inmates completed the Matrix

Early Recovery Program and 36 inmates completed the Matrix Relapse Prevention Program in FY2015.

- **Moral Recognition Therapy** is a program designed to improve self-image and provide them with tools to think through problems so they will not be making the same wrong decisions that resulted in their being incarcerated. 73 inmates completed this program in FY2015.
- **Re-Entry Skills Building** – 297 inmates completed this program in FY2015.

Warden Humphrey advised that Education is the problem area at the CI. We have approximately 20 inmates in the GED program at any given time; however, approximately a year ago the State changed the testing process. Currently the State mandates that all GED testing be taken on a computer based program and most of the inmates we have are not computer literate and this has caused a problem. Seven inmates were tested in June of this year, although the scores were very close, all seven of them failed. He advised that there are some initiatives coming on line that will assist in resolving the issue of taking tests on computers.

Warden Humphrey then advised that on November 1st, 2015 the CI will begin an On the Job Training program through Central Georgia Technical College. He stated that we are piggy back on a contract that the Georgia Department of Corrections has with Central Georgia Technical College. This program will allow the inmates that we currently send out in the community to work every day to gain credit hours for working on a job. These inmates will receive a certificate in their particular specialty. For example, Small Engine Repair skills that are being learned at the Parks and Recreation Department working on weed eaters and lawnmowers can be converted into credit hours toward a certificate in that specialty.

Most of the programs will run from 6 to 9 months and once the inmate has completed 1020 hours on a particular job and the supervisor acknowledges that they are able to complete those tasks, they will notify us and we will submit that information through the Department of Corrections to Central Georgia Technical College who will issue a certificate that we will present to that inmate stating that they have been certified to work in that specialty field.

He advised that the November 1st start-up will concentrate on Small Engine Repair and Lawn Maintenance, the inmates that are working with Parks and Recreation on the equipment and ball fields will receive credit for those hours. He further advised that they plan to expand the program after the first of the year to include Food Service, Janitorial Service and Barber Shop Services.

One of the initiatives implemented by Governor Deal was the GED Fast Track, this is designed for inmates who test on a higher educational level, but have not taken the test. These inmates will be able to take a refresher course, then take the test and receive their GED. He advised that they are meeting with people from the Department of Corrections this week along with representatives from Southern Crescent and hope to put that program in to action around the first of the year.

He advised that on November 1st they are putting together Faith and Character Dorms which will contain inmates who are actively participating in one of the programs that we mentioned earlier. We will be able to provide this group with additional programming that will allow them to excel in their particular program.

He finished by stating that they hope to start a Celebrate Recovery class in the summer of 2016. This will be conducted by volunteers who will be teaching a faith based curriculum.

Commissioner Flowers-Taylor stated she appreciated the Warden presenting the information to the Board. She then express her concern over who is going to provide the training. The programs sound good, but when I hear you talking about the guys who can't pass the GED online and wondered if they may need to have a different method for testing. She then asked if there was any Department of Corrections funding available to provide assistance in assessing the learning ability of the inmates or teaching the inmates.

Warden Humphrey stated that most of the programs they are providing are already in place and being provided with the staff on hand, we do have additional resources available from Southern Crescent Technical College and we have a large volunteer base that is coming in and providing some of these services. Most of the things we are currently doing, cost us nothing as we are utilizing the staff that we have supplemented by the resources we currently engage.

Warden Humphrey stated that there are currently tools available to assist the inmates in learning how to use computers to improve their ability to test on the computer. He also advised that with the programs they currently have in place they will probably be eligible for additional funding from the State sometime in the future.

Mr. Wilson, County Manager, advised that Spalding County CI is a top notch county facility and we are leading the way for other counties in preparing inmates to go back into the community. This is due to the Warden being willing to research and implement the programs and the staff that he has to support his initiatives.

V. PRESENTATIONS OF FINANCIAL STATEMENTS

1. Consider approval of financial statements for the two month period ended August 31, 2015 and three month period ended September 30, 2015.

Jinna Garrison, Director of Finance, stated that she was available should the Board have a question with regard to the Financial Statements.

Motion/Second by Flowers-Taylor/Hawbaker to approve the financial statements for the two month period ended August 31, 2015 and three month period ended September 30, 2015. Motion carried unanimously by all

VI. CITIZEN COMMENT

Speakers must sign up prior to the meeting and provide their names, addresses and topic in which they will speak on. Speakers must direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics and relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

No citizens signed up to comment.

VII. MINUTES -

1. Consider approval of minutes of the October 5, 2015 Spalding County Board of Commissioners Regular Meeting.

Motion/Second by Hawbaker/Miller to approve the minutes of the October 5, 2015 Board of Commissioners Regular Meeting. Motion carried unanimously by all.

Motion/Second by Flowers-Taylor/Miller to amend agenda to add an item #6 under New Business to discuss to discuss concerns regarding possible violations of the Sunshine Law by the Sheriff's Department. Motion carried unanimously by all.

VIII. CONSENT AGENDA – None.

IX. OLD BUSINESS – None.

X. NEW BUSINESS –

1. Consider approval of new 2015 Alcohol Beverage License for Retail Sale of Beer and Wine for Aizah- V. Inc. d.b.a. Food Station located at 1779 Zebulon Road, Griffin, GA.

William Wilson, County Manager, stated that all departments have reviewed the application, this is a new license for this location and all criteria has been met for issuance of the license.

Motion/Second by Flowers-Taylor/Miller to approve a new 2015 Alcohol Beverage License for Retail Sale of Beer and Wine for Aizah- V. Inc. d.b.a. Food Station located at 1779 Zebulon Road, Griffin, GA. Motion carried unanimously by all.

2. Consider approval of resolution authorizing adoption of the 2015 Capital Improvements Elements (CIE) and Short Term Work Program (STWP) and incorporation of these changes into the Spalding County 2025 Comprehensive Plan.

Mr. Wilson stated that earlier this year the Board authorized transmittal of the 2015 Capital Improvement Elements (CIE) and Short Term Work Program (STWP) to Three Rivers Regional Development Commission and to ARC for preliminary review. They have reviewed it and it meets all of the requirements, now the process is to adopt a resolution approving this and incorporating it into the Comprehensive Plan.

ADOPTION RESOLUTION

WHEREAS, with the passage of the Georgia Planning Act of 1989, all of Georgia's 159 counties and 529 cities were designated "Qualified Local Governments." Each of these local governments must maintain that status in order to remain eligible for a range of state and federal assistance programs; AND,

WHEREAS, this act requires local governments such as Spalding County including the City of Orchard Hill and the City of Sunnyside, that adopt impact fees as a means of providing capital facilities funding, to update the Capital Improvements Element (CIE) and Short Term Work Program (STWP) Elements of the Comprehensive Plan; AND

WHEREAS, Spalding County 2025 Comprehensive Plan has held the required number of public hearings and has otherwise complied with the requirements of said Georgia Comprehensive Planning Act of 1989;

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Spalding County herewith adopt the 2015 Capital Improvements Element (CIE) and Short Term Work Program (STWP) and incorporate these changes into the Spalding County 2025 Comprehensive Plan on this the 19th day of October, 2015.

Chairman – Rita Johnson

County Clerk – William R. Wilson, Jr.

Motion/Second by Flowers-Taylor/Hawbaker to approve a resolution authorizing the adoption of the 2015 Capital Improvement Elements (CIE) and Short Term Work Program (STWP) and incorporation of these changes into the Spalding County 2015 Comprehensive Plan. Motion carried unanimously by all.

3. Consider authorizing purchase of a Commercial Fire Pumper/Tanker for the Fire Department.

Mr. Wilson stated that in the current year's budget and in the 2015 SPLOST we have a Pumper/Tanker to replace an older unit. He stated that it takes six to nine months to build one of these units. Mr. Wilson advised that we submitted bid requests and received only one response the first time it was bid. In accordance with our purchasing policy we submitted it a second time to a larger list of vendors and we only received a single response the second time. Therefore, staff is recommending the purchase of an E-One Commercial Fire Pumper/Tanker in the amount of \$289,889.

Motion/Second by Flowers-Taylor/Miller to authorize the purchase of a Commercial Fire Pumper/Tanker for the Fire Department. Motion carried unanimously by all.

4. Consider approval of contract with Carousel Industries for upgrading the Vesta 9-1-1 Telephone System at the Spalding County E-911 Center.

Mr. Wilson advised that we were notified earlier this year by Motorola that the end of life for the current system being used by our E911 Center would be December 31st of this year and would no longer be supported; however, we were able to get a maintenance contract through March of next year with Carousel Industries.

Mr. Wilson stated that Vesta Palace is an upgrade of the system that we have now. We looked at several systems and found that Vesta Palace will work better for our Center and it turns out to be cheaper than the solution provided by the other bidder.

This is a 2015 SPLOST project and it is budgeted in the FY2016 budget. When the 2015 SPLOST passes we will issue bond funds and we will be able to pay this off. Should the SPLOST not pass, this will be put on a 3 to 5 year lease purchase plan because we have reached the end of life for our current system.

Commissioner Flowers-Taylor asked what this system would be able to do that our current system cannot provide.

Barbara Lights, E911 Communications Manager stated that this system will be an upgrade to the current system, this system will take us into Next Gen 911. It will provide the ability to receive text messages and pictures from mobile devices to assist emergency responders and will position E911 to be equipped to handle any changes in the system for the next 10 years. The current system was purchased in 2004 and the last upgrade was in 2007 and that was the last upgrade that was available for the system that we have now.

Equipment Location Address:				Page 1 of 13	
Customer Name:	Spalding County GA	Contract Start Date:		Install Date:	
Street Address:	1438 Meriwether Street #B	Customer Contact:	Rita Johnson	Created Date:	10/5/15
City, State, Zip:	Griffin, GA 30224	Telephone No:	(770) 228-2129	Created By:	Suzanne Berube
Active MSSA on file?	No	Email:	rjohnson@spaldi ngcounty.com	AE:	Scott Dunn
SLX Opportunity #:	200974				

NOTE: Service Agreement and Pricing expires, unless signed within 60 days from Created Date listed above.

Customer requests services for the following products and locations as described in EXHIBITS A and B. Provided there is no **Master Sales and Service Agreement (MSSA)** in effect between the parties, this service agreement shall be subject to the terms and conditions on this agreement. If there is a MSSA in effect between the parties, this service agreement shall be subject to the terms and conditions of that MSSA.

NOTE: ORIGINAL EQUIPMENT MANUFACTURER (OEM) SUPPORT, AT A MINIMUM, MUST BE IN PLACE FOR ACCESS TO ANY MANUFACTURER-PROVIDED SOFTWARE UPDATES, PATCHES OR SERVICES. UPON RECEIPT OF SIGNED AGREEMENT, OEM SUPPORT MAY TAKE UP TO THIRTY (30) DAYS TO ESTABLISH WITH THE MANUFACTURER.

EXHIBIT A – ESSENTIAL Coverage Option Purchased

Coverage Option: Remote + Onsite + Co-Delivery + Agency - 24x7

Qty	Service Description	Term	Coverage	Payment Type	Price
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		Months				
1	Carousel Tier 1+2 Remote Support	60	24x7x365	P		
1	Carousel 4-Hour Onsite Support	60	24x7x365	P		
1	Carousel Co Delivery - Airbus	60	24x7x365	P		
1	Telco Agency	60	24x7x365	P		
					Payment:	\$ 122,538.64

***Spare Parts replacement is covered by active OEM contract entitlements or customer provided spares.**

EXHIBIT B - Addresses, Products and Hours covered under this agreement

ITEMS COVERED:

Qty.	Part No.	Description
		VESTA® 9-1-1
2	870899-0104R3.2	VESTA 4 R3.2 LIC/MED
1	873099-03002U	R4 CAD INTF LIC UPGD
1	873099-03002	R4 CAD INTF LIC
1	04000-01583	BLKBX TL158A-R4 DATACAST
1	04000-01010	CBL DB25M/DB25M 10FT
		VM Medium Server Bundle
		<i>Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.</i>
1	853031-MLSVRSG-2	V-ML MED SVR BNDL SNGL
2	06500-00501	2-POST 5U RACK MNT KIT
		VESTA® 9-1-1 Basic Operations
6	PS-0SQ-VSML-M	VS BSC MLTP SEAT LIC NFREE
6	PS-0AC-VSSL-M	VESTA COMP REG
6	809800-35130	R4 SW SPT TRNSFR
		VESTA® Workstation Equipment
6	61000-409605SFF	WKST HP Z230 SFF
6	65000-47001	TWR STAND SFF Z220/Z230
		<i>Note: Customer to provide monitors</i>
7	65000-00196	CBL DVI/USB KIT 15FT
6	64007-50022	KEYPD 24K 25F USBCBL CP24
6	04000-01005	KVM SWITCH DVI 4-PORT
24	04000-60615	CBL KVM USB 15FT
6	853004-00401	SAM EXT SPKR KIT
6	65000-00124	CBL PATCH 15FT
6	853030-00302	R4 SAM HDWR KIT
6	02800-20500	HDST 4W MOD BK ELEC MIC
6	03044-20000	HDST CORD 4W 12FT MOD BK
12	833401-00101G-15	CBL SAM JKBX 15FT
6	809800-35109	R4 IWS CFG
6	809800-35108	R4 IWS STG FEE
1	870890-07501	CPR/SYSPREP DVD IMAGE
		VESTA® 9-1-1 IRR Module
6	870899-01601	R4 IRR UPGD W/HASP
6	809800-35130	R4 SW SPT TRNSFR
		Network Equipment
2	04000-29638	SWITCH 2960S +CBL 24-PORT

		Peripherals & Gateways
2	04000-00129	MED 1000B CHASSIS BNDL
3	04000-00116	MED 1000 FXO-LS BNDL
4	04000-00119	MED 1000 FXS BNDL
1	04000-00152	MED 1000 1-SPAN BNDL
		Rack & Peripheral Equipment
1	06500-55053	7FT EQUIPMENT RACK 19IN
1	63002-172805	MNTR NEC 17IN
1	04000-004B4	KVM 4-PORT SWITCH
1	04000-00607	CBL KVM USB CONSOLE
4	04000-60611	CBL KVM USB 10FT
1	04000-RMM19	BRKT 19IN RACK MTG/ARBTR
		Time Synchronization Equipment
1	04000-09486	NETCLOCK 9483 + 3-PORT
1	04000-08230	GPS/GNSS OUTDOOR ANTENNA
1	04000-08231	GPS ANTENNA POST MT KIT
1	04000-08228	GPS ANTENNA SURG PROTECTR
1	04000-20601	GND KIT FOR 8226
1	04000-07051	GPS ANTENNA CBL 50FT
1	04000-07108	CBL GPS ANTENNA 100FT

Qty.	Part No.	Description
		VESTA® 9-1-1 Basic Operations
1	PS-0SQ-VSML	VS BSC MLTP PER SEAT LIC
		CommandPOST Hardware
1	61050-G409602	LAPTOP ZBOOK15 G2 W7
1	04000-00490	ADV DOCK STATION 230W
		<i>Note: Customer to provide monitors</i>
1	64021-10025	KYBD/MOUSE BNDL
1	853004-00401	SAM EXT SPKR KIT
1	65000-00124	CBL PATCH 15FT
1	64007-50022	KEYPD 24K 25F USBCBL CP24
1	853004-00301	CPOST SAM HDWR KIT
2	833401-00101G-15	CBL SAM JKBX 15FT
1	02800-20500	HDST 4W MOD BK ELEC MIC
1	03044-20000	HDST CORD 4W 12FT MOD BK
1	809800-35109	R4 IWS CFG
1	809800-35108	R4 IWS STG FEE
		VESTA® 9-1-1 IRR Module
1	873099-00502	R4 IRR LIC/DOC/MED
		VESTA™ Analytics Licensing & Support
1	PA-MSG-ASSL	V-ANLYT STD PER SEAT LIC
		Workstation Extended Warranty
1	04000-01589	WARR CPOST ZBOOK 5YR NBD
		<i>Note: Warranty upgrade from 3YRs warranty 9x5 NBD to 5YRs 9x5 NBD.</i>
		Training
1	000001-06795	COMMANDPOST TRNG
		<i>Note: On-site training included as part of the VESTA® 9-1-1 Admin training using customer equipment. CommandPOST positions must be configured to the network/firewall prior to training. This is a 15 minute demonstration on how to use the CommandPOST position.</i>

SECTION C: ESSENTIAL SERVICE COVERAGE – Supporting Documentation

The following is a scope of work for the Specified **Coverage Option**.

FULL COVERAGE SUPPORT: Coverage includes remote monitoring, remote telephone support, remote diagnostics, troubleshooting, problem resolution, software and firmware maintenance updates/fixes to resolve troubles, on-site parts replacement (if the covered product includes hardware), and any on-site support Carousel deems necessary to resolve an issue.

24x7x365: This coverage option extends the benefit of Support to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Feature	ESSENTIAL
Parts Replacement	X
24x7 Airbus Monitor and Response	Optional
24X7 Technical Support	X
Incident Management (Tier 1-4)	X
Problem Management	X
On-Site Dispatch Technician	X
Enhanced Reporting w/Service Review	X
Customer Portal	X
Unlimited Remote Moves, Adds, Changes	Optional
Airbus Application Software Support	X
Airbus Anti-Virus	X
Airbus Patch Management	X
Root Cause Analysis	X
Service Delivery Manager	X
Carrier Agency	X

Helpline Support (8 am to 5 pm Mon-Fri, excluding Holidays)

- Answering general usability or software application-specific questions: General usability issues are defined as, but not limited to; non-programming issues, and includes general information around the functionality of a product. Usability information can be provided without knowing the specific programming and configuration details of the Customer's system. This general support does not include consultation on appropriate methods and procedures for the Customer's environment nor does it include custom programming. On-going system administration is the Customer's responsibility.
- Providing advice, which includes directing the Customer to documentation that may answer a question, clarifying the documentation or recommending possible training courses.
- Working with trained individuals from the Customer to enhance understanding of the use and features of Carousel supported Products.
- Helpline support is limited to Business Hours. Helpline requests provided outside of coverage hours (after 5:00 PM) are subject to availability, and will be quoted and billed at Carousel's then current Per Incident

Maintenance rates.

Remote Diagnostics

Subject to coverage hours, as part of Support Carousel will:

- Receive Customer's request for assistance through the Carousel Service Center
- Troubleshoot and resolve hardware and software related problems via telephone or a remote connection. Carousel will analyze the system malfunction, if applicable, or remotely access the system to verify existence of the problem and conditions under which it exists or recurs.
- Answer Customer questions regarding product problems
- Provide recommendations and/or apply software and/or firmware updates to clear faults
- Commence remedial maintenance service activities, including software maintenance (bug) fixes, product documentation and update releases.
- Respond to, diagnose, and clear system-generated major and minor alarms received via Carousel Alarm Monitoring.
- Identify appropriate resources to assist with activities or Customer requests falling outside of Carousel Software Support. Note that these additional resources may be billable and/or may be resources outside of Carousel
 - *Support does not cover customized system features or reports created by the Customer or Third Parties. Any bug fixing or system re-configuration that Carousel must perform to clear a trouble resulting from Customer's configuration changes are not included in Service coverage.*
 - *If Carousel determines that a problem is due to the Customer's or a third party's application, other than those sold by Carousel, then resolution and diagnostic fees may be charged at Carousel's then current Per Incident Maintenance rates.*
 - *All troubleshooting support not directly attributable to a fault in covered products or software will be billable at Carousel's then current Per Incident Maintenance rates.*

Remote Alarm Monitoring

System alarm monitoring will be reported back to our service center 24-hours-a-day, 7-days-a-week by the Manufacturer. Any alarm on your system is diagnosed by an engineer for remote resolution action.

- Alarming entitlement for each device requires a customer provided network connection. Carousel will work with the client to establish alarming connectivity.
- General product and system alerts, as well as specific system performance thresholds established during service plan implementation, are continually monitored. Anytime an actionable alert event is detected or the system performance/environment exceeds a threshold limit, the remote monitoring team is automatically notified by the system.

The designated systems and/or products monitored hereunder are as follows:

1. **Operating System Monitoring** - Only the operating system certified by the Manufacturer and installed as part of the Manufacturer's system is monitored. Managed Services does not monitor Manufacturer's products installed on adjoining or separate networks. e.g. city or county network, other system network.
2. **Hardware/Software Monitoring** - Managed Services monitors the hardware/firmware shipped with the system being monitored. Upgrades to the hardware/firmware may be required for existing systems where Managed Services are purchased after the original shipment of the system

Managed Services responsibilities are limited to resolving those alerts actually detected via remote monitoring. Once detected, a Managed Services Support Personnel will diagnose and resolve problems using remote access tools wherever possible. In cases where the alert is not remotely correctable, or on-site support is required to continue diagnostic process, the Customer will be notified that a technician is needed on site.

The Support Engineer will contact the Customer and provide the following information:

- Site Name where an alert has been received from
- Problem Description
- Description of any work performed
- Equipment affected
- Parts required, if any
- Software required, if any
- Action required by the responding on-site technician

Problems detected or identified by any means other than remote alarm monitoring remain the sole responsibility of the customer to report the service issue.

Software and Firmware Updates

This service provides remote, schedulable delivery of critical Microsoft Security patches to monitored computers eliminating sneaker-net delivery of critical security patches.

- **Patch Deployment.** Through high-speed, secure (VPN) remote connections The Manufacturer has the ability to automatically deploy new patches to remote sites. The actual deployment of the patch, including optimum installation time, acceptable reboot sequences, further 3rd Party testing, limited rollout, etc, is completely custom in nature (within the confines of the software and The Manufacturer's Patch Management Policy), and will be collaboratively agreed to between the Customer.

- **Testing.** The Manufacturer conducts patch testing in accordance with The Manufacturer's Patch Management Policy. In many cases, it may be prudent for sites to conduct additional testing in conjunction with The Manufacturer. The Manufacturer prefers to rollout patches to a 'test-environment' at the Customer site before deploying en masse; however, this is subject to availability and Customer approval.

Virus Protection

This service provides remote, schedulable delivery of critical anti-virus definition updates to monitored computers eliminating cumbersome and costly manual delivery of updates and significantly assisting in the reduction (although the risk of infection can never be completely eliminated—such is the nature of a reactionary measure like anti-virus software) of virus infections.

- **Antivirus Updates.** Symantec has a client and server component; client software would be installed on all clients/servers within the scope of the contract. A Symantec server component would be installed on an applicable server in the site (see hardware section below). Clients communicate with the Symantec server to obtain updates. The Symantec server securely communicates upstream with The Manufacturer Managed Services to obtain updates. Through high-speed, secure (VPN) remote connections The Manufacturer has the ability to automatically deploy new Virus definitions to remote sites. The actual deployment of the update, including optimum installation time, etc. custom in nature (within the confines of the software and The Manufacturer's AV Policy), and will be collaboratively agreed to between the Customer and The Manufacturer in a service level agreement.
- **Antivirus infections.** Antivirus is an effective and necessary means to protect against virus infections. However, because the technology is reactive in nature it can never provide 100% guarantee of zero infections, although they are rare.

Parts and Materials Replacement

Support provides for on-site replacement of any covered part Carousel determines to be defective. Replacement parts may be new or refurbished.

- Consumables (including but not limited to headsets, handsets and cords, two prong audio jacks, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, system or UPS batteries, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels or other accessories) are not included in maintenance coverage.
- Equipment that is part of a standard configuration receives maintenance coverage as a component of a covered system. The equipment is defined as Minor Material and may include but is not limited to internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses & firmware.
- Service support does not include the provisioning or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Product(s).

On-site Maintenance Support

- If a fault cannot be resolved remotely, and Carousel determines on-site intervention is required to do so, coverage provides the dispatch of Carousel's field technical resources 24x7x365, including engineering support.

Additional charges will apply if a Carousel field technician is requested by the Customer to:

- Wait one (1) or more hours after arriving on-site for equipment to become available for servicing;
- Remain on-site after resolution of a problem in the covered Products;
- Remain on-site outside of coverage hours;
- Provide Standby Service. For example, requesting field technicians to be present on the Customer's premises during electrical power shutdowns, disaster recovery tests, or special events.
- Perform moves, changes, or other activities not covered under the scope of the selected coverage options
- Perform any support on Products not covered by this SOW.

SECTION D – SERVICE LEVEL AGREEMENTS

Definitions

Response Time: Response Time is measured from the time the customer contacts the Carousel Services Center to report an incident, to the time the technician/engineer begins diagnostics. Carousel will attempt to clear all failures remotely before dispatching a technician to the Customer's premises, if required.

P1: A critical issue - Priority is set as a One (1). The definition is a widespread system or application failure.

- The customer is experiencing a loss of service impacting greater than 25% of the users at a given site, multiple sites, enterprise, or of a given functional area. (Ex. 25% of the Call Center agents are impacted)
- The incident results in extremely serious interruptions to the production system. Tasks that should be executed immediately cannot be executed due to a complete outage of the system or interruptions in main functions of the production system.

- The entire user community is or could be negatively affected.
- Tasks that should be executed immediately cannot be executed due to a complete outage.
- Data Integrity may be compromised and the service request requires immediate processing as the issue can result in financial losses.
- Service problem during critical periods (ex. End of month processing, payroll processing)
- Security violations (ex. Denial of service, widespread virus, etc.)

Response time for a critical event is: **15 minutes**

Tech Onsite: Within 4 hours

P2: A major issue - Priority is set as Two (2). The definition is the majority of system /application is in failure

- Loss of service to less than 25% of the users at a given site, multiple sites, enterprise, or of a given functional area (Ex. Less than 25% of Call Center agents impacted.)
- There is a negative impact to project installation activities, urgent deadlines or the incident puts the system at risk. In production system, important tasks cannot be performed, yet the error does not impair essential operations. Processing can continue in a restricted manner, yet data integrity may be at risk. The service requests require timely processing due to the malfunction may cause serious interruptions to critical processes or negatively impact business.
- System or application is degraded or performing unreliably and is affecting customer’s ability to perform normal business functions.
- Key services or employees are affected. (Ex. Attendant console, system administration access, security violations.)
- Service order has been downgraded from a critical due to a temporary fix put in place until permanent resolution is conducted during customer’s change control process.

Response time for a major event is: **30 minutes**

Tech Onsite: Within 8 hours

P3: A minor issue – priority is set to Three (3). The definition is customer is experiencing a partial system or application interruption

- Customer and operational impact is low

Response time for a minor event is: **8 hours**

Tech Onsite: Next business day

***Includes temporary solution, some or all restoration.

P4 ; For standard requests, priority is set to Four (4). The request is not service impacting yet a potential system/ application failure could occur if not resolved.

- An incident affects a single end-user and does not impact or disrupt the end-user’s daily tasks
- An incident that has minimal impact on normal business processes and may be handled on a scheduled basis, such as end-user requests requiring system enhancement, or peripheral problems, such as network printer issues.
- The issue consists of "how to" questions or end user requests including issues related to operational awareness, installation and configuration inquiries, enhancement requests, or documentation questions.

Response time: based on request

Tech Onsite: based on request

Break / Fix Prioritization

Rank and SLA/SLO	P1 (Critical)	P2 (Major)	P3 (Minor)	P4 (Standard)
Response/ Acknowledge	< 15 minutes	< 30 minutes	8 hours	based on request
Tech Onsite	0-4 hours	8 hours	Next business day	based on request
Escalation Threshold	1 hours	2 hours	48 hours	As needed
Communication Objective	Hourly	4 hours	Daily	As needed

EXHIBIT F - GENERAL CONDITIONS OF SUPPORT AND MANAGED SERVICES

The undersigned Customer agrees that these General Conditions of Support and Managed Services (the “Agreement”) will govern the purchase of certain Services by Customer from Carousel Industries of North

America, Inc. (“Carousel”).

1. ORDER, PROVISION AND SCOPE OF SERVICES

1.1 Order and Provision of Services. In return for the payment of the fees specified in the order, Carousel will provide the Support and/or Managed Services options for Supported Products or Supported Systems at Supported Sites, as listed on the **Service Agreement - Support Services Agreement**, and in accordance with Carousel’s Statement of Work (Exhibit C) and Service Level Agreement (Exhibit E).

“**Supported Products**” are: (i) hardware or software products identified in the Support Services Agreement; and (ii) Added Products (defined in Section 1.7). Supported Products may include non-Carousel products to the extent they are specified in the order. “**Supported Systems**” are a group of products or networks specified in the order. “**Supported Sites**” are locations specified in the order. Orders are subject to acceptance by Carousel. Carousel may accept an order by beginning to perform the Services. Terms and conditions contained in Customer purchase orders or other Customer documents will have no effect, unless explicitly approved and noted on the Support Services Agreement.

1.2 Monitoring. Carousel may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional products or Services; (v) as otherwise provided in **Exhibit B**

1.3 Error Correction. Some Services options may include correction of Errors. An “**Error**” means a failure of a Supported Product to conform in all material respects to the manufacturer’s specifications that were currently applicable when the Supported Product was purchased or licensed.

1.4 Help Line Support. Where the selected Services option includes help line support, Carousel will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

1.5 Replacement Hardware. Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Carousel, will become Carousel’s property. Title to Carousel-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site.

1.6 Added/ Removed Products. A. Added/ Removed Products. A. If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site or networks them at a remote location as part of an existing Supported Products at a Supported Site, they will be considered “**Added Products**”, and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than Carousel may be subject to certification by Carousel at Carousel’s then current rates for such certification. If Added Products fail certification, Carousel may choose not to add them to the Supported Products. Services coverage will be effective immediately after Carousel certifies the added products. Charges for added products will be at the then current rate and coverage will be coterminous with the coverage for the existing Products. **B. REMOVED PRODUCTS.** In the event that the Customer removes components or equipment from a Carousel-supported system, any change in components, administered TDM and/or IP port counts may be accounted for on next billing date. If customer removes equipment covered under a Carousel service agreement, Carousel agrees that upon receiving 30 day written notification of the removal, complete with inventory detail, the monthly pricing of this Service Agreement will be adjusted accordingly for the Customer’s next billing cycle, and at the rates originally agreed to herein. Non-upgrade related adjustments will be permitted to a maximum level of 30% of the original contract value.

1.7 General Limitations. Unless the **Exhibit C** provides otherwise, Carousel will provide software Services only for the unaltered current release of the software and the prior release. The following items are included in the Services only if **Exhibit B** specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Carousel (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) Services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

2. INVOICING AND PAYMENT.

2.1 Invoicing. Carousel will invoice Customer for Services in advance unless another payment option is specified in the order, or as otherwise specified in **Exhibit B**.

2.2 Payment. Payment of undisputed invoices is due within thirty (30) days from the date of Carousel’s invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with nonstandard methods of invoicing and payment. Overdue payments will be subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by applicable law. Unless Customer provides Carousel with a tax exemption certificate, Customer is solely responsible for paying all required taxes, (including, but not limited to, property, sales, use or excise taxes with respect to the provision of Carousel Equipment) except for any income tax assessed upon Carousel.

3. CUSTOMER RESPONSIBILITIES

3.1 General. Customer will cooperate with Carousel as reasonably necessary for Carousel’s performance of its obligations, such as: (i) providing Carousel with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. Customer shall provide to Carousel a technical resource or onsite contact person who shall assist Carousel Technicians and Support Staff in remotely troubleshooting issues, including, but not limited to providing data logs, or assisting in reboots/ resets of certain components. All items will be provided by Customer at Customer’s expense. If Carousel provides an update or other new release of software as part of the Services, Customer will implement

it promptly. Customer will reasonably use, safeguard and return to Carousel any items that Carousel loans to Customer ("Carousel Tools") for the purpose of providing Services under this Agreement, such as, but not limited to, the Remote Experience Platform ("REP"). Carousel Tools shall not be considered Products.

3.2 Provision of Supported Products and Systems. Except for Carousel hosted facilities identified in **Exhibit B**, Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Carousel, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.3 Moves of Supported Products. Customer will notify Carousel in advance before moving Supported Products. Carousel may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

3.4 Vendor Management. Where Carousel is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("**Vendor Management**"), Customer will provide Carousel upon request a letter of agency or similar document, in form reasonably satisfactory to Carousel, permitting Carousel to perform the Vendor Management. Where the third party vendor's consent is required for Carousel to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Carousel a copy of it upon request.

3.5 Third Party Hosting. In the event one or more network address(es) to be monitored by Carousel are associated with systems owned, managed, and/or hosted by a third party service provider ("**Host**"), Customer will: (i) notify Carousel of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for Carousel to perform the Services on the Host's computer systems and provide Carousel with a copy of the consent upon request; and (iii) facilitate necessary communications between Carousel and the Host in connection with the Services.

3.6 Access to Personal Data. From time to time, Customer may require Carousel to access a Supported Product or Supported System containing employee, customer or other individual's personal data (collectively, "**Personal Data**"). Where Customer instructs Carousel to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will (i) notify all relevant employees and other individuals of the fact that Carousel will have access to such personal data in accordance with Customer's instructions and (ii) indemnify Carousel and its officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Carousel accessing or providing access in accordance with Customer's instructions.

3.7 OEM Requirements. In order to receive manufacturer support or gain access to intellectual property such as software patches and updates, manufacturers may require an end user to maintain manufacturer-direct content in the form of licensing or software subscriptions, or another type of manufacturer-direct entitlement. It is the responsibility of the customer to ensure that all subscriptions, licensing fees, software support agreements, and other manufacturer entitlements are active and up to date at commencement of, and at all times during the term of the agreement. In some cases, the OEM requires that the support provider (Carousel) contract directly with the manufacturer on behalf of the end user, with an associated cost for services. In the event of early termination of the agreement, the Customer, at a minimum, shall be subject to an early termination fee of the prorated, net amounts due to the manufacturer for all established backend OEM support as defined on this agreement, in addition to any penalty as defined in section 10. (Termination) herein.

3.8 End of Support/Extended Support. Periodically, manufacturers may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") for certain Supported Products. For Products subject to End of Support, Carousel will continue to provide the support described in Exhibit C, except for the End of Support exceptions listed therein ("Extended Support"). Products declared end of support/extended support, will be supported under the terms of Extended Support until contract end date, at which time the Supported Product may be removed from coverage and rates will be adjusted accordingly. Extended Support is best effort, support will be provided with the following exceptions: At the end of manufacturer support, Tier IV R&D product developer support and going forward maintenance updates (e.g., Product Correction Notices ("PCN's"), "bug fixes," interoperability / usability solutions) are no longer provided by the manufacturer. Therefore, certain complex faults or functionality issues may not be resolvable without the customer upgrading the system to a version currently supported by the manufacturer. In addition, as replacement parts are manufacturer discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, or may require upgrades to other components at customer's expense in order to ensure compatibility and preserve Supported Product functionality.

4. SOFTWARE LICENSE. WHERE SERVICES INCLUDE PROVISION OF PATCHES, UPDATES OR FEATURE UPGRADES FOR SUPPORTED PRODUCTS ("**NEW SOFTWARE**"), THEY WILL BE PROVIDED SUBJECT TO THE LICENSE GRANT AND RESTRICTIONS CONTAINED IN THE ORIGINAL AGREEMENT UNDER WHICH CUSTOMER LICENSED THE ORIGINAL SOFTWARE FROM THE OEM.. WHERE THERE IS NO EXISTING LICENSE FROM THE OEM, NEW SOFTWARE WILL BE PROVIDED SUBJECT TO THE MANUFACTURERS THEN CURRENT LICENSE TERMS AND RESTRICTIONS FOR THE NEW SOFTWARE. NEW SOFTWARE MAY INCLUDE COMPONENTS PROVIDED BY THIRD PARTY SUPPLIERS THAT ARE SUBJECT TO THEIR OWN END USER LICENSE AGREEMENTS. CUSTOMER MAY INSTALL AND USE THESE COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE END USER LICENSE AGREEMENT ACCOMPANYING THEM.

5. CONFIDENTIAL INFORMATION. "Confidential Information" means either party's business and/or technical information, pricing, discounts and any other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was

lawfully received from a third party having the right to disseminate the information without restriction on its dissemination and disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order. Each party will protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under this Agreement. The confidentiality obligations of each party will survive expiration or termination of the Agreement. Upon termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section.

6. **WARRANTIES.** Carousel warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. If the Services have not been so performed and Carousel receives Customer's detailed request to cure a non-conformance within 30 days of its occurrence, Carousel will re-perform those Services. This remedy will be Customer's sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against Carousel with respect to the non-conformance of Services.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER CAROUSEL NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROUSEL DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILFULL MISCONDUCT, PERSONAL INJURY OR BREACHES OF OEM'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

8. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement and any disputes arising out of or relating to it ("**Disputes**") will be governed by the State of Georgia. All Disputes will be finally resolved by mediation, and if not resolved, than in Superior Court of Spalding County. Actions on Disputes between the parties must be brought in accordance with this Section within two years after the cause of action arises.

9. **TERM AND TERMINATION.**

9.1 Term. This Agreement will be effective from the date Carousel accepts the order unless terminated earlier in accordance with this Section. Unless a different term is defined in **Exhibit B**, Carousel will provide Services from the date Carousel accepts the order until 12:00p.m. on December 31, 2015 at which time the contract shall terminate absolutely. Unless one party or the other gives notice prior to November 1, 2015 then said agreement will be renewed for another calendar year to expire on December 31, 2016. Services will be renewed automatically for successive one year terms (unless specifically mandated in **Exhibit B**) applying the then most similar current generally available support plan offering and then current rates, unless either party gives the other written notice of its intent not to renew at least 60 days prior to the expiration of the applicable initial or renewal term. Unless otherwise specified in **Exhibit B**, Customer may terminate Services in whole or in part upon written notice subject to the cancellation fees equal to Support Services fees for 12 months or the remaining term, whichever is less. Customer will additionally be subject to termination fees comprised of the net amounts due to OEM for all established backend OEM support, as defined on Support Services Agreement of the agreements. For prepaid agreements, Carousel will refund or credit the prorated price of the remaining term less the applicable termination charge. Either party may terminate this Agreement by written notice to the other party effective immediately upon receipt if the other party fails to cure any material breach of this Agreement within a thirty (30) day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured.

9.2 Termination Notice. Customer's written notice of cancellation or intent not to renew must be sent by: (i) letter via certified mail to the following address: Carousel Industries of North America, Inc., 659 South County Trail, Exeter, Rhode Island 02822 Attn: Termination; (ii) email to cancelcontract@carouselindustries.com; or (iii) fax to 401-667-5492.

10. **MISCELLANEOUS.** Carousel may assign this Agreement or any associated order to any of its affiliated entities or to any entity to which Carousel may sell, transfer, convey, assign or lease all or substantially all of the assets used in connection with its performance under this Agreement. Carousel may subcontract any or all of its

received and requesting that their office investigate to determine if there was a violation of the Sunshine Law by the Sheriff's Office with regard to the handling of Open Records requests surrounding the Captain Gibson investigation. Motion carried unanimously by all.

XI. REPORT OF COUNTY MANAGER

- ✓ Parks and Recreation staff are planning to debut Pickleball at the Senior Center on October 23rd from 12:00 to 2:00 p.m.
- ✓ We had 90 people cast a ballot in early voting on Friday, our total for the week one is 492.
- ✓ Senior Fishing Day will be October 27, 2015 at Wyomia Tyus Olympic Park Lake from 8:30 a.m. until noon. Lunch will be served at noon.
- ✓ ACCG 4th District Meeting is scheduled for Thursday, November 5, 2015 in Carroll County. So far Commissioner Hawbaker, Eric Mosley and I have signed up to attend.
- ✓ Pennrose Properties, LLC, Griffin Housing Authority and Robert Dull, CEO of the Griffin Housing Authority will be hosting a Grand Opening Ceremony at "The Oaks at Park Pointe" family housing located at 420 Pimento Avenue on Monday, October 26th from 9:00 a.m. to 11:00 a.m.
- ✓ Jo Ellis, Spalding County Senior Center Supervisor received a Citation of Merit for demonstrating achievement, service and exemplary living and commitment to aging services. And she received the Ruth Gaylor Spirit Award while working at the Georgia Golden Olympics in Warner Robins. Jo is back at work full time and doing very well
- ✓ The Archway Retreat, the intergovernmental retreat with the City, the County, the School Board and the Developmental Authority is scheduled for February 4 and 5, 2016 in Carrollton, GA.
- ✓ He was proud to announce that the County exceeded our goals for United Way we collected \$9,893.80.
- ✓ Festival of Lights at Airport Road Park is scheduled for Tuesday, November 24, 2015 beginning at 6:00 p.m.
- ✓ Griffin-Spalding County Library will host a Meet & Greet on Saturday October 24th from 10:00 a.m. until 2:00 p.m. Everyone is invited to come and see the changes that have been made to the library.
- ✓ The Spalding County Senior Center will host a Flag Making Day on October 23rd from 1:00 -2:00 p.m. This is part of the GLO Atlanta Project.
- ✓ Wednesday, October 21st is the 4th District GRPA Annual Awards from 6:30 p.m. to 9:30 p.m. in Jonesboro. We will be taking Big Blue to this event and any Commissioner who would like to join us is welcome to come along with the group.
- ✓ October 21-23 Spalding County will be hosting the Drive by Flu Shots at the Spalding County Health Department from 7:30 a.m. to 6:30 p.m. Enter on Harlow and exit on Memorial. All Spalding County Employees are eligible if they present their County ID with them.

- ✓ Rumors concerning the former Racket House property and a Krispy Kreme Donut shop were thwarted as, he was advised at the Development Authority meeting last week that we will be getting an Aspen Dental Clinic and an AT&T Store at that location.
- ✓ We would like to hold our County Commissioner Retreat after the intergovernmental retreat on February 4th and 5th. We asked Gordon Manner to give us some dates and he came back with February 19th & 20th and March 12th. If the Board wants to do a 2 day retreat like we have done in the past with the department heads and the Board on one day and just the Board meeting on the second day then you will need to plan on February 19th & 20th.

Consensus of the Board was to have the Retreat on February 19th & 20th.

- ✓ You have seen emails regarding DSP II. We had hoped to work out an agreement with Veterans Services to accommodate DSP II at their office. We were unable to do that due to the terms of the lease agreement with the Veterans Administration. We then looked at renting the old Jail at 232 East Broad Street to this group under the same terms as we rent to Veterans Affairs with a minimal rental fee; however, we cannot do this because they are not a government unit. We have been advised by County Attorney, Jim Fortune that the lease will have to be a Market Rate lease, so we will be talking to DSP II to see what we can do.

Commissioner Flowers-Taylor asked if we rent at Market Rate to the Athletic Hall of Fame.

Mr. Wilson stated that he would have to check on this and advise his findings.

Mr. Wilson then asked Eric Mosley, Assistant County Manager, to update the Commissioners on the projects he is currently serving as Project Manager.

- The first project is the Novatime Project, which is the time and attendance program for the County. On September 21st the Board approved moving forward with the software proposed by staff. On Monday, October 12th, we had a kick off meeting with Andrews Technology, Bill Gay, Wendy Law, Wanda Moore, Jinna Garrison from our staff and Doug Stewart from Liberty Technology to develop a preliminary project outline. It was our intention to initially roll out the time and attendance program on January 1; but, our Human Resource staff has asked that we give them a little more time to accommodate preparation of Employee W-2's and Affordable Care Act (ACA) requests. The timeline for this project has now been pushed to January 19th and that is when we should see the roll out of the new software and hardware.
- The second project, which we kicked off last week was the Tyler Technologies program or Odyssey Court System. It was shared at this meeting that we have approximately 20 years of records that will need to be converted to the system. The purpose of this project will be to move the Spalding County Court System into this century and make it a more technology based system.

The system will also be able to communicate with the CAD system when an officer pulls up to a scene if they enter a suspect's name and that individual has open warrants or previous convictions, this information will be immediately available for their access.

This conversion is anticipated to take from twelve to fourteen months to complete. He advised that he has been asked to facilitate this process with all of the Judges and the Clerk of Court and the numerous offices at the courthouse.

- The next project is the new telephone system for county offices. We had our kick off meeting for this project this morning at 9:00 a.m. William and I met with Mike Windham and Terry Tardy and that process will start tomorrow. Liberty Technology, Mike Windham and Terry Tardy will be over at the courthouse mapping out how they are going to lay out this system as well as working at the annex, the remainder of the week they will be visiting locations on Justice Boulevard and all of the fires stations, Memorial Plaza, the Senior Center and all locations where the system will need to be implemented.

This is going to be a long process and other systems that are coming online such as the new 911 phone system, the Odyssey Court System, Novatime Time and Attendance System and in the near future the new CAD system will be the five complex projects that he will be consumed with for the next two years.

Mr. Wilson added that all of these systems are technology related and all interrelated and dependent on connectivity between all of the county facilities so this is a big project.

XII. REPORT OF COMMISSIONERS

Commissioner Hawbaker

- Commissioner Hawbaker extended his appreciation to and acknowledgement of the folks here tonight who accepted the Red Ribbon Proclamation on behalf of the Spalding Youth Advisory Council. He stated that he appreciated the work that they are doing to promote responsibility and avoidance of alcohol abuse by young people.
- He wanted to extend his appreciation to William Wilson and Eric Mosley for the work they have done on presenting facts about the SPLOST to the public. They have done a lot of hard work and he appreciates their efforts in making presentations to a number of groups within the community informing people about the SPLOST. He advised that William and Kenny Smith from the City of Griffin recently presented at Sun City and many of the residents attended. He stated that both have done a lot of hard work in informing the voters about the SPLOST and Daa'ood Amin has also worked very hard toward making the SPLOST a success.

He further stated that if people go to the polls uninformed regarding this SPLOST, it is simply because they haven't done any research or attended any meetings to become educated on the projects on the list, because there has been ample opportunity for the citizens to learn about the SPLOST.

- There will be a demonstration of Pickleball at the Senior Center this Friday. There was also one held last Wednesday, October 15th, by Mr. Peter Phelps and two other residents of Sun City at the Fairmont Community Center. The reports received from Parks and

Rec is that the kids really loved play the game, they played for about three hours. He wanted to express his appreciation to Robbie, Monica, Blindell, Ann and Otis for their support in introducing the sport to the children at the Fairmont Community Center. There was also a demonstration done in the parking lot of Sherwin Williams by Truett's Grill on Thursday morning. A number of county residents dropped by to try their hand at playing the sport.

- With the leadership and guidance of Chad Jacobs and the Code Enforcement Officers, they are going to begin a program which he is going to fully support to enforce much more strictly the sign ordinance. This program is long overdue and is needed in this community. Hwy. 19-41 is a primary entry point into Spalding County and we need to present a much more appealing and eye pleasing appearance to those who are entering or exiting our County.

Commissioner Flowers-Taylor

- Commissioner Flowers-Taylor asked William and Eric to talk to Sylvia Hollums. She stated that it has come to her attention as she has been out in the community talking with people about the SPLOST that many of the seniors are not aware that at 60 or 62 years of age they are eligible for some property tax exemptions.

She stated that she had talked with the Tax Commissioners Office today and was told that they would be happy to talk with anyone who came to the office regarding these exemptions. She stated that she was told there are exemptions base on your income and there are exemptions available based on your age. She asked that we explore a better way of getting that information out to taxpayers.

There are also exemptions on the City Taxes and partial exemptions for School Taxes and some County Taxes. She feels there should be a way that we can let seniors know that these exemptions are there, you just need to request them.

- She stated that she has asked at the last meeting that there be some way when there is a Commissioner request there is some way that the Commissioner can be notified that the concern has been addressed so that they can contact the citizen who voiced the concern to let them know it has been handled.

A resident out on Bethany Church Road stated that the road was on the top of the paving list several years ago, but it never got paved. She researched the matter and found that the section of the road that she lives on is in Pike County, the whole road is in Pike County but the lady lives in Spalding County. She stated that she explained to her that the road in front of her house is actually in Pike County.

- She express her displeasure and disappointment over the fact that the Hospital Authority has sold the Hope Health Clinic. This clinic was originally set up to service the inmates in the County, then it was converted to service the indigent of the area. This Clinic provided much needed maintenance medication to the indigent population of the county, now in order for the indigent

to receive their medication there is a \$40.00 copay required for them to be seen in the Clinic. Many of the indigent do not have the \$40.00 to pay.

Before the Hope Health Clinic was opened to the indigent, many of these folks would go without their maintenance medication until they were so sick they would have to come to the Emergency Room and be admitted to the hospital. It seems that we are moving backward with this move and because of the \$40.00 copay many of these individuals are going to be forced to go without much needed maintenance medication and once again their health will deteriorate to the point that they have to be admitted to the hospital. It is bad that all of the people that we helped to get better and assisted in managing their health are not back in the same boat and don't have anywhere to go now.

Bart Miller

- Commissioner Miller wanted to thank the Public Works Department for their efforts in handling a problem with a water meter in his district. He stated that the City had gone out and installed a new meter and they had a leak. The resident notified the City and the City advised that the leak was on their side of the meter and it wasn't their problem. He advised that he wasn't able to get in touch with Rocky at the Water Department, so he asked Tim Crane to go out and check on the meter. Tim checked the meter and then contacted the City and told them that it was on the county side of the meter and they sent someone out there to fix it. The problem was fixed immediately and he wanted to thank Tim and the Public Works department for handling this matter.
- Commissioner Miller asked that a Facility Dude be entered for Bethany Road. That road needs to be scrap it is worse than a washboard and needs to be scraped.

Commissioner Flowers-Taylor did add that she had a problem where a tree trimming company had damaged a meter in her district and she called upstairs and the ladies up there handled the problem for her immediately. She advised Commissioner Miller to contact the ladies in the Community Development Department and they would make sure the water problems were handled.

Mr. Wilson then added that Charlie Tillman is with the Water Department and she handles all of the requests and routes them to the proper entity for repair.

Chairperson Johnson - No Comment

Mr. Wilson advised that resurfacing started today and we resurfaced Moose Lodge Road today and we started work on Odell Road. They will be moving to Carver Road tomorrow and the plan is to move on to Vaughn Road.

Billy Wright, 1714 Pineview Road, asked to address the Board. Mr. Wright stated that he has lived on Pineview Road since 1996. This road is washed out, there are no ditches left on this road it has been

so long since it has been scraped or gravel added to it. He stated that he came up here several years ago and was told that his road was #1 on the list to be paved. He stated that all of the easements have been signed to give the County the right of way for the road. He invited the Board to visit Pineview Road to see the mess that it is in and the big holes that are in it.

XIII. CLOSED SESSION

The County Manager an Executive Session for a consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1).

Motion/Second by Hawbaker/Miller to enter into Executive Session to discuss pending or potential litigation at 7:41 p.m. Motion carried unanimously by all.

Motion/Second by Miller/Hawbaker to close the Executive Session at 7:46 p.m. Motion carried unanimously by all.

XIV. ADJOURNMENT

Motion/Second by Flowers-Taylor/Miller to adjourn at 7:47 p.m. Motion carried unanimously by all.

/s/ _____
Rita Johnson, Chairperson

/s/ _____
William P. Wilson, Jr., Clerk