

PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday March 7, 2017 at 9:00 a.m. in the Murray County Annex. The public is invited and encouraged to attend.

TENATIVE AGENDA

1. Call to Order
2. Approval of Minutes of Prior Meetings
3. Approval of Agenda
4. New Business
 - A. Approval of the Murray County Land Use and Development Planning Commission meeting minutes
 - B. Roundabout Consideration: to providing cost of energy to lighting for sites that may be selected
 - C. Agreement: with the Ga. Public Defender Council to provide indigent defense to Murray County
 - D. Resolution: to allow temporary housing in recreational vehicles
 - E. Re-Appointments: Christi Sparks, Joe Harrison and Daphne Winkler to the Murray County Personnel Board
 - F. Amendment: to Chapter 54, to add article V, Truck Routes – 1st Reading
 - G. Proclamation: National Social Worker Month
 - H. Agreement: Manatron, Inc. / Thompson Reuters to provide new software for the Tax Commissioner's office \$52,865, to be paid from 2013 SPLOST Funds

Adjourn

Commissioner Available for Questions or Comments

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday, March 7th, 2017 at 9:00 a.m. in the hearing room of the Murray County Annex.

Commissioner Hogan called the meeting to order and welcomed those in attendance.

By signature and execution, the minutes of February, 2017 were approved.

Under new business the following items were addressed and approved.

A. Approval of the Murray County Land Use and Development Planning Commission meeting minutes. (Documents are stored in 2017Auxiliary Files)



**MURRAY COUNTY
COMMISSIONER'S OFFICE**

P.O. Box 1129 • 121 North 4th Ave., Chatsworth, GA 30705
Telephone 706-517-1400 • Fax 706-517-5193
www.murraycountyga.org

March 7, 2017

Mr. Steve Anglea
113 Pine Street
Chatsworth, Georgia 30705

RE: Murray County Land Use Planning Commission Meeting

Dear Mr. Anglea:

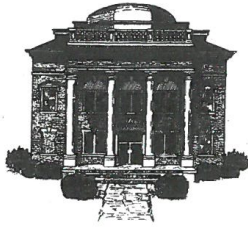
I have reviewed the actions of the Commission taken at the February 21, 2017 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Hogan", is written over a horizontal line.

Greg Hogan
County Commissioner

COPY



MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue,
Chatsworth, Georgia 30705
(706) 517-1400 ext. 1208 or 1231 Fax (706) 517-5893
dbarnes@murraycountyga.gov

February 23, 2017

Mr. Greg Hogan
Murray County Commissioner
121 N. 4th Avenue
Chatsworth, GA. 30705

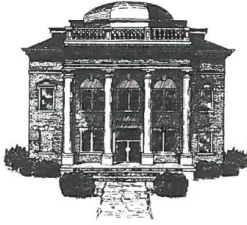
Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of February 21, 2017. Upon review, your approval/ and or comments would be greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "Steve Anglea".

Steve Anglea, Chairman



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Minutes Murray County Land Use Planning Commission Meeting February 21, 2017

The meeting was called to order at 7 pm by Chairman Steve Anglea. Other members present were David McDaniel, Terry Wilson, Edward Dunn, David Wells and Dick Barnes, Land Use Administrator for Murray County

The first order of business on the agenda was approval of the agenda. David McDaniel made the motion to approve the agenda. Terry Wilson seconded the motion and the motion carried.

The second order of business was approval of the minutes of the December 15, 2016 meeting. Edward Dunn made the motion to approve the minutes as written. David Wells seconded the motion. The motion carried with a unanimous vote.

Under old business the long vacant seat on the board has been filled by David Wells, who was appointed by Commissioner Hogan on his February 2017 Commissioners meeting.

Having no other old business, the Chairman opened the first item of new business which was the Re-Classification of property from Suburban Residential to Agriculture. Located Plemons Rd, Land Lot 267 and District 10 of Murray County consisting of 13.36 acres and identified as Tax Parcel 0061-006, owned by Sarah L. Plemons.

Mr. Barnes the request was in order for granting. Mrs. Flores stated that all proper public notices had been made. Sarah Plemons was present and didn't address the counsel. Barbara Kuckhoff, a property neighbor was present and asked what were the restrictions for Agriculture. Mr. Barnes stated even though the property is not big enough for poultry houses, farm animals are allowed. There was no one else there in favor or against the proposal.

The chairman closed the public portion of the meeting for board discussion. David McDaniel made the motion to approve the request. Edward Dunn seconded the motion and the motion carried in favor of the request.

Having no other business, Edward Dunn made the motion to adjourn. Terry Wilson seconded the motion. The motion carried and the meeting adjourned at 7:07 P.M.

Respectfully submitted

Jazmin Flores, Planning Commission Secretary

B. Roundabout Consideration: To providing cost of energy to lighting for sites that may be selected. (Documents are stored in 2017 Auxiliary Files)

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF ROUNDABOUT SUPPORT

Georgia Department of Transportation
Office of Traffic Operations
600 West Peachtree Street, 25th Floor
Atlanta, Georgia 30308
ATTN: Theo Ighalajobi, Project Manager

Location

Murray County supports the consideration of lighting at the location specified below.

Description: SR 225 Bypass from CR 105/Imperial Blvd to SR 52/US 76

State/County Route Numbers: See above

Project: STP00-0151-01(005); Murray Co.; P.I. No. 631550


Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost to energize the lighting system installed and to provide for the operation/maintenance thereof.

We agree to participate in a formal *Local Government Lighting Project Agreement* during the preliminary design phase. This indication of support is submitted and all the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

Attest:


County Clerk

This 7th day of March, 20 17

By: 

Title: Commissioner

C. Agreement: with the GA Public Defender Council to provide indigent defense to Murray County. (Documents are stored in 2017 Auxiliary Files)



GEORGIA
PUBLIC
DEFENDER
COUNCIL

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of ____, 2017, among the Georgia Public Defender Council (herein referred to as "GPDC"), the Circuit Public Defender Office of the Conasauga Judicial Circuit (herein referred to as "the Public Defender Office"), and the governing authorities of Whitfield and Murray Counties, bodies politic and subdivisions of the State of Georgia (herein referred to as "the Counties") and is effective January 1, 2017.

WITNESSETH:

WHEREAS, the Public Defender Office, the Counties, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

WHEREAS O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

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(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by a qualified attorney in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the Counties agree to pay for the services and personnel described in Attachment A. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the Counties do not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTIES OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the county funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is reflected in Attachment A. The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. Attachment A is incorporated into this agreement by reference.

ARTICLE 4

ADMINISTRATION

Section 4.01 Administration. For administrative and accounting purposes the Public Defender Office shall be treated as a department of the Whitfield County government. As such, the Public Defender Office in Dalton shall be afforded access to the county's telephone and internet networks. Except as otherwise specified herein, all expenditures authorized by the Circuit Public Defender under the budget shall be made by Whitfield County. The Public Defender's Office shall utilize such forms, software and accounting procedures as Whitfield County shall specify unless the same are inconsistent with administrative procedures for the Public Defender's Office established by GPDC.

Section 4.02 Counties Pro Rata Share. Murray County will pay Whitfield County for Murray County's pro rata share of the expenditures for the Public Defender's Office. The pro rata share for Murray County shall be twenty-eight percent (28%) based on the 2010 U.S. Census population figures for Whitfield and Murray Counties.

ARTICLE 5

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WHEREAS, the Counties are bodies politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the Counties;
- (2) The payment for additional personnel and services by the Counties;
- (3) The provision by the Counties of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Salary supplements; and
- (5) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Conasauga Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Cases prosecuted in the Superior, Probate, and Magistrate Courts of Whitfield and Murray Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior, Probate, and Magistrate Courts of Whitfield and Murray Counties on a revocation of probation;
- (3) Cases prosecuted in the Juvenile Courts of Whitfield and Murray Counties in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and

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MISCELLANEOUS

Section 5.01 Term. The term of this agreement is one (1) year beginning January 1, 2017 and ending December 31, 2017.

Section 5.02 Maintenance of effort. The Counties agree that they will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the Counties collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Conasauga Judicial Circuit:

Natalie Glaser
Circuit Public Defender
Post Office Box 548
Dalton, Georgia 30722-0548

Murray County:

Greg Hogan
County Commissioner for Murray County
Post Office Box 1129
Chatsworth, Georgia 30705-1129

Whitfield County:

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Mark Gibson
Administrator for Whitfield County
Post Office Box 248
Dalton, Georgia 30722-0248

Georgia Public Defender Council:
Bryan Tyson, Director
104 Marietta Street, Suite 400
Atlanta, Georgia 30303

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination. (a) Due to non-availability of funds. In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the Counties accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in state funds is conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the Counties of the reduction in county funds is conclusive. The Counties agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the Counties and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the Counties agree to comply with the provisions of Section 5.08 (b).

Section 5.08 Cooperation in transition of services. (a) At the beginning of the agreement. The Counties agree upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) During or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the Counties acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Rollover of Funds. The Counties acknowledge that state agencies have a fiscal year from July 1 to June 30. The Counties agree to authorize the Georgia Public Defender Council to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

Section 5.11 Time. Time is of the essence and there shall be four (4) originals prepared, one (1) for each party to this agreement.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Murray County



BY: _____
Commissioner
Title

ATTEST:

Whitfield County



BY: _____
Chairman
Title

ATTEST:

Circuit Public Defender

BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____
Signature
Director

Public Defender and Assistant - State Funded									
Name	#	Salaries	Health Insurance	Unemployment	Total				
Chief Public Defender (Murray County)	1	\$105,520.00	\$1,212.00	\$1,000.00	\$107,732.00				
Chief Public Defender (Whitfield County)	1	\$105,520.00	\$1,212.00	\$1,000.00	\$107,732.00				
Chief Public Defender (Circuit)	1	\$105,520.00	\$1,212.00	\$1,000.00	\$107,732.00				
Chief Public Defender (Total)	3	\$316,560.00	\$3,636.00	\$3,000.00	\$323,196.00				
Public Defender and Assistant - County Funded									
Name	#	Salaries	Health Insurance	Unemployment	Total				
Chief Public Defender (Murray County)	1	\$42,700.00	\$500.00	\$400.00	\$43,600.00				
Chief Public Defender (Whitfield County)	1	\$42,700.00	\$500.00	\$400.00	\$43,600.00				
Chief Public Defender (Circuit)	1	\$42,700.00	\$500.00	\$400.00	\$43,600.00				
Chief Public Defender (Total)	3	\$128,100.00	\$1,500.00	\$1,200.00	\$130,800.00				
Public Defender and Assistant - County Funded									
Name	#	Salaries	Health Insurance	Unemployment	Total				
Chief Public Defender (Murray County)	1	\$42,700.00	\$500.00	\$400.00	\$43,600.00				
Chief Public Defender (Whitfield County)	1	\$42,700.00	\$500.00	\$400.00	\$43,600.00				
Chief Public Defender (Circuit)	1	\$42,700.00	\$500.00	\$400.00	\$43,600.00				
Chief Public Defender (Total)	3	\$128,100.00	\$1,500.00	\$1,200.00	\$130,800.00				

ATTACHMENT A

TOTAL EXPENDITURES	
State Funded	County Funded
\$ 464,180.15	\$ 65,690.01
\$ 192,828.04	\$ 1,274.50
\$ 64,250.00	\$ 26,000.00
\$ -	\$ -
\$ -	\$ -
\$ 661,008.20	\$ 68,704.51
\$ 64,250.00	\$ 26,000.00
\$ 725,258.20	\$ 94,704.51

BREAKDOWN OF COSTS

	Monthly	Annual
%		
28%	\$ 1,604.51	\$ 19,254.06
7.29%	\$ 4,125.87	\$ 49,510.45
100%	\$ 5,730.38	\$ 68,764.51

County Operating Costs

%	Monthly	Annual
28%	\$ 606.67	\$ 7,280.00
72%	\$ 1,560.00	\$ 18,720.00
100%	\$ 2,166.67	\$ 26,000.00

AL. COUNTY EXPENDITURES

	Monthly	Annual
38%	\$ 2,211.17	\$ 26,534.06
72%	\$ 5,685.87	\$ 68,230.45
100%	\$ 7,897.04	\$ 94,764.51

ATTACHMENT A

Annual	
\$	56,250.00
\$	6,000.00
\$	-
\$	2,000.00
\$	64,250.00

	Number	% of total
1	4,000.00	30.13
2	2,000.00	15.00
3	2,000.00	15.00
4	500.00	3.75
5	500.00	3.75
6	500.00	3.75
7	500.00	3.75
8	500.00	3.75
9	500.00	3.75
10	500.00	3.75
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112	500.00	3.75
113	500.00	3.75
114	500.00	3.75
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D. Resolution: to allow temporary housing in recreational vehicles. (Documents are stored in 2017 Auxiliary Files)

RESOLUTION 2017-001

STATE OF GEORGIA

COUNTY OF MURRAY

TO ALLOW TEMPORARY HOUSING IN RECREATIONAL VEHICLES

WHEREAS, the Georgia Constitution grants to the County Governing Authority the power to adopt clearly reasonable ordinances and resolutions, and,

WHEREAS, it has been determined by the governing authority that it is the best interest of Murray County to allow temporary housing in recreational vehicles, and,

WHEREAS, certain requirements are herein set out to insure the health, safety & welfare of the general public, and,

NOW, THEREFORE BE IT SO RESOLVED, that this temporary resolution, shall allow temporary housing in recreational vehicles, only for those individuals associated with the construction of The Williams Company Transco Natural Gas Pipeline project, otherwise known as The Dalton Expansion Project, and that the following restrictions and/or conditions shall apply:

1. All recreational vehicles to be located in Murray County shall have access to an existing approved sewage disposal system. Such existing systems are subject to inspection and approval by the Murray County Environmental Health Office. The number of recreational vehicles allowed on each approved site shall be determined by the Murray County Environmental Health Office. The use of self-contained sewage holding tanks is prohibited
2. All recreational vehicles shall be located only in existing, recognized Manufactured Home Parks currently classified as MHP (manufactured home park) under appendix "B", Zoning, of The Code of Murray County. The proposed property location shall be submitted to the Office of Building Inspections for review and approval prior to issuance of any permit.
3. Before locating in Murray County, all recreational vehicles, which will be used for temporary housing, shall obtain and display a Location Permit from the Office of Building Inspections, per the applicable M.O.G. (manual of guidelines).
4. No permanent structure shall be attached to any recreational vehicle used for temporary housing.
5. Tent Trailers, Tent Campers or Pop-Up campers are prohibited for use as Temporary Housing under the guidelines outlined in this Resolution.
6. The landlord or property owner shall be required to provide garbage service.

7. All recreational vehicles, permitted under this Resolution, shall be removed with-in 30 (thirty) calendar days upon completion of the aforementioned project or by December 31, 2017, whichever occurs first. The landlord or property owner will be responsible for removal of the recreational vehicles, and to implement eviction proceedings if required.
8. Recreational Vehicles, as defined by The Code of Murray County, shall not be located in other areas where prohibited by Zoning Regulations, Subdivision Regulations, individual Subdivision Covenants or other applicable ordinances.

This temporary resolution is not to be interpreted to propagate temporary residence in recreational vehicles, but to make available temporary housing under special circumstances. This resolution shall not apply to recreational vehicles not used for the intended purpose of this resolution or affect the normal use of recreational vehicles which are used for temporary housing in approved RV (Recreational Vehicle) Parks.

ENFORCEMENT

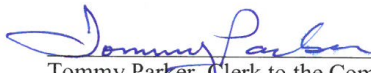
Enforcement shall be as outlined in Chapter 38, Division 6, Section 38-151 thru 153 of The Code of Murray County.

This the 7th day of March, 2017



Greg Hogan, Sole Commissioner

Attest:



Tommy Parker, Clerk to the Commissioner


E. Re-Appointments: Christi Sparks, Joe Harrison, and Daphne Winkler to the Murray County Personnel Board. (Documents are stored in 2017 Auxiliary Files)

Murray County
Personnel Board

Georgia, Murray County

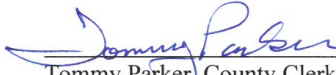
Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Ms. Christi Sparks	06/01/16 – 05/31/19	March 7, 2017



Greg Hogan, Commissioner
Murray County, Georgia

Attest:



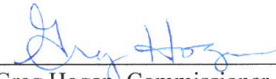
Tommy Parker, County Clerk
Murray County Georgia

Murray County
Personnel Board

Georgia, Murray County

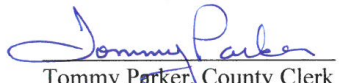
Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Mr. Joe Harrison	06/01/16 – 05/31/19	March 7, 2017



Greg Hogan, Commissioner
Murray County, Georgia

Attest:



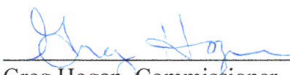
Tommy Parker, County Clerk
Murray County Georgia

Murray County
Personnel Board

Georgia, Murray County


Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Ms. Daphne Winkler	06/01/17 – 05/31/20	March 7, 2017



Greg Hogan, Commissioner
Murray County, Georgia

Attest:



Tommy Parker, County Clerk
Murray County Georgia

F. Amendment: to Chapter 54 to add article V, Truck Routes – 1st Reading (Documents are stored in 2017 Auxiliary Files)

**AMENDMENT
TO
THE CODE OF MURRAY COUNTY**

STATE OF GEORGIA

COUNTY OF MURRAY

WHEREAS, the Commissioner of Murray County has determined that it is in the best interest of the public to amend the Murray County Code, and

WHEREAS, the Commissioner of Murray County finds such amendments to be useful, necessary, and proper, and protective of the environment, and the health, welfare, and safety of the public, and

NOW THEREFORE BE IT SO RESOLVED, by the Murray County Commissioner, that the Murray County Code be amended as follows:

Under Chapter 54, Roads, Add Article V, Truck Routes, and shall read as follows:

Article V. TRUCK ROUTES

Sec. 54-250. General Provisions.

(a) Purpose and Intent.

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of heavy truck traffic to the Murray County Road System.

(b) Applicability.

This article shall cover any person who uses the county road system for the purpose of delivery or transport of goods, articles or wares, all heavily laden trucks or delivery vehicles.

Sec. 54-251. Definitions.

"Commissioner" shall mean the Sole Commissioner of Murray County.

"County" shall mean the County of Murray, a political subdivision of the State of Georgia.

"County Road System" shall mean all roads, streets and roadways owned by the county and operated and maintained for the travel and convenience of the public. This definition shall include all bridges, culverts, ditches, drainage structures, rights-of-way, sidewalks, and appurtenances and improvements to the county roads.

"Large truck" means a commercial motor vehicle designed, used, or maintained primarily for the transportation of property and having a gross vehicular weight in excess of 36,000 pounds, including the load thereon, or having an overall length in excess of 30 feet, or having in excess of three axles, except recreational vehicles, buses used in transportation of chartered parties, and government owned vehicles.

"Person" means and shall extend and be applied to natural persons, as well as to firms, partnerships, associations, organizations, corporations and bodies politic, or any combination

thereof, including but not limited to any owners, operators, lessees, or drivers of a large truck that is operated in violation of this section.

"Public Works Director" shall mean the public works director of the county as named and employed by the commissioner, or such person as may be designated by the commissioner to enforce the provisions of this article.

"Residence District" means the territory contiguous to and including a road when the property on such road for a distance of three hundred (300) feet or more is in the main improved with residences or residences and buildings in use for business; includes "residential district."

"Residential Streets" means those streets in a residence district.

"Residential Subdivision" means an area with streets designed primarily for residential and accessory traffic that are primarily interior subdivision streets, specifically including but not limited to all residential areas platted and regulated by the Murray County Subdivision Regulations.

"Road" means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel; includes the terms "street" and "highway."

"Unimproved Road System" means those roads in the county road system which are not paved.

Sec. 54-252. Route of travel, through trucks.

For the purpose of delivery or transport of goods, articles or wares, all heavily laden trucks or delivery vehicles shall proceed over state or federal routes or designated truck routes for delivery or transport of such goods, articles or wares, except as provided herein.

(a) All commercial truck or delivery vehicles having more than six (6) wheels, including the load thereon, or having an over-all length in excess of thirty (30) feet, except vehicles designated to carry passengers, are prohibited from using or parking on any street or road within the unincorporated county, which is so posted, or on any residential street in the county road system, except those authorized and designated as truck routes by ordinance, except when the terminal, parking lot, repair garage or headquarters, or place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places shall be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, or place of pickup or delivery and nearest designated truck route as determined by taking into account the ultimate destination of the truck. In traveling to and from the designated truck route, no truck shall use a road which has been designated and posted as "No Through Trucks" unless said truck has a pickup or a delivery on said road.

(b) It shall be unlawful and a violation of this chapter for the operator of any vehicle which has more than six (6) wheels to operate such vehicle on any road or street in the county road system unless such vehicle is making a pickup or delivery on such road or street.

(c) Overnight stay. No large truck or tractor-trailer shall enter, travel or park on a street in a residential subdivision or park on a right-of-way in Murray County for the purpose of an overnight stay by the driver or operator.

(d) Prohibition on travel in residential subdivisions. No large truck shall enter, travel or park on a street in a residential subdivision in Murray County, except for the purpose of delivering goods to houses or points within such residential subdivision for short periods of time during daylight hours. Operators or owner/operators residing in subdivisions prior to the enactment of this section are exempt from this subsection of the section until such time that they voluntarily cease operations

Sec. 54-253. Travel on unimproved roads prohibited under certain conditions.

Delivery or transport vehicles shall not proceed over any part of the county's unimproved road system during periods of rain or inclement weather when clearly said travel causes excessive damage and maintenance to the road system such that road conditions for the passage of smaller and lighter passenger vehicles has been substantially hampered.

Sec. 54-254 Limited load streets, bridges and culverts.

It shall be unlawful to operate any vehicle on any on any street in the county where the weight of such vehicle, with or without loads, is in excess of the weight as limited by ordinance and where signs indicating such limitations are posted. Further, it shall be unlawful to drive any vehicle over a bridge or culvert in the county over the weight capacity shown on said bridge and/or culvert.

Sec. 54-255 Exceptions.

- (a) Hauling forest products from the forest where cut to the owner's place of business, plant, plantation or residence within Murray County or to an adjoining county.
- (b) Hauling farm animals, materials, equipment and machinery, supplies, or farm products from a farm to a processing plant, business or farm in Murray County or an adjoining county.
- (c) Vehicles and equipment of Murray County or the State of Georgia or under contract with either for the construction, repair and maintenance of roads and bridges in Murray County.
- (d) Personal vehicles and/or attached trailers used for non-commercial or personal use.

Secs. 54-256 thru 54-299. Reserved.

FIRST READING, this the 7th day of March, 2017

SO ORDAINED AND EFFECTIVE, this the _____ day of _____, 2017

By: _____,
Greg Hogan, Sole Commissioner

Attest: _____,
Tommy Parker, Clerk

G. Proclamation: National Social Worker Month (Documents are stored in 2017 Auxiliary Files)



WHEREAS, the primary mission of the Social Work profession is to enhance well-being and help meet the basic needs of all people, especially the most vulnerable in society;

WHEREAS, Social Workers embody this year's Social Work Month Theme, "Social Workers Stand Up!," by serving, advocating for, and empowering millions of Americans each day;

WHEREAS, Social Workers embody the theme of this year's World Social Work Day on March 21, 2017, "Promoting Community and Environmental Sustainability," by working with individuals, organizations and local and federal government to improve communities and protect the environment;

WHEREAS, Social Work is one of the fastest growing careers in the United States, with almost 650,000 members of the profession;

WHEREAS, Social Workers work in all areas of our society to improve happiness, health and prosperity, including in government, schools, universities, social service agencies, communities, the military and mental health and health care facilities;

WHEREAS, Social Workers have pushed for decades to ensure equal rights for all, including women, African Americans, Latinos, people who are disabled, people who are LGBTQ and various ethnic, cultural and religious groups;

WHEREAS, Social Workers have been behind and continue to advocate for legislation and policies that reduce racial discord, including renewal of the Voting Rights Act, The Violence Against Women's Act, The Civil Rights Act, the Affordable Care Act, Medicaid, unemployment insurance, workplace safety and Social Security benefits;

WHEREAS, Social Workers are the largest group of mental health care providers in the United States, and work daily to help people overcome substance use disorders and mental illnesses such as depression and anxiety;

WHEREAS, Social Workers deploy across the United States and the world, helping people overcome earthquakes, floods, wars, and other disasters and return to peace and prosperity;

NOW THEREFORE, in recognition of the numerous contributions made by America's Social Workers, The Murray County Sole Commissioner, proclaim the month of March 2017 as National Social Work Month and call upon all citizens to join with the National Association of Social Workers and Dalton State College Department of Social Work in celebration and support of the Social Work Profession.

This the 7, day of March, 2017

Greg Hogan,
Murray County Sole Commissioner

H. Agreement: Manatron, Inc. / Thompson Reuters to provide new software for the Tax Commissioner's office \$52,865 to be paid from 2013 SPLOST Funds (Documents are stored in 2017 Auxiliary Files)

MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES

Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between Manatron, Inc. - A Thompson Reuters Business 510 E. Milham Avenue Portage, Michigan 49002 ("Thompson Reuters Tax & Accounting, Government" or "TRTA Gov") Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (866) 471-2900 Fax No.: (269) 567-2930 E-mail Address: mat.henry@thomsonreuters.com	And MURRAY COUNTY, GEORGIA 121 N. Fourth Avenue, P.O. Box 336 Chatsworth, GA 30705 ("Customer") Attention: Billy Childers - Tax Commissioner Telephone No.: 706.517.1400 x 1260 Fax No.: 706.517.3522 E-mail Address: bchilders@murraycountyga.gov
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This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which TRTA Gov shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules GA2017.001 and all future Schedules that reference the Master Agreement No. GA2017.001. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

TRTA GOV
By: [Signature] (Signature)
Its: [Typed or Printed Position] (Typed or Printed Position)
Date: [Date]
Witnessed: [Signature] (Signature)
By: [Typed or Printed Name] (Typed or Printed Name)

MURRAY COUNTY, GA
By: [Signature] (Signature)
Its: [Typed or Printed Position] (Typed or Printed Position)
Date: [Date]
Witnessed: [Signature] (Signature)
By: [Typed or Printed Name] (Typed or Printed Name)
Date: [Date]

Master No.: GA2017.001
Date: February 27, 2017
© Manatron, Inc. 2017
Page 1 of 10
CONFIDENTIAL INFORMATION

THOMPSON REUTERS

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

As used in this Agreement:

"Acceptance" shall have the meaning set forth in Section 3.2.2.

"Computer System" means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

"Customization" means any improvement, derivation, extension or other change to the Software or made by TRTA Gov at the request of Customer, including any that result from the joint efforts or collaboration of TRTA Gov and Customer. TRTA Gov may, from time to time and in its sole discretion, incorporate Customizations into the Software as Enhancements.

"Database Software" means relational database management systems (RDBMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk sub-system as part of the operation of the Software.

"Designated Processor" means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activation device is required, the computer processing device within which the software activation device is properly installed.

"Documentation" means any document, manual, or other similar materials, as may be updated or amended from time to time, and generally made available and provided by TRTA Gov for use with the Software.

"End User" means the Customer or any employee(s), affiliate(s), agent(s), representative(s) or other consulting device that is part of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

"Enhancement" means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. TRTA Gov may, in its sole discretion, designate an Enhancement as Software or Third-Party Software.

"Error" means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by TRTA Gov.

"Error Corrections" means a modification or an addition that, when made or added to the Software, establishes a new version of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"Hardware" means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable Schedule.

"Implementation Plan" means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables to be provided, and the commencement and completion dates for each task.

"Installation" means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

"Maintenance & Support Services" means the minimum requirements for the Computer System as set forth on the associated Schedules or the Documentation. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by TRTA Gov.

"Notice of Completion" means: (a) if TRTA Gov is to provide implementation services, a written notice from TRTA Gov stating that installation and implementation of all Hardware, Software, and/or Third-Party Software on Customer's site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from TRTA Gov stating that all Hardware, Software, and/or Third-Party Software has been delivered.

"Professional Services" means any installation, Implementation Services, Software configuration, training, consulting, Support Services, Customization, and other similar services performed by TRTA Gov under the terms of this Agreement.

"Project Management" means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

"Schedule" and "Schedules" shall have the meanings set forth in Section 2.1.

"Seat" means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

"Site" means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

"Software" means the software program(s) in object code format only identified on the applicable Schedule, and includes Error Corrections, Compliance Updates, Status Reports, and new Versions of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.

"Software Modification" has the same meaning as "Customization" if made at the request of Customer under the terms of the Agreement, and as "Enhancement" when made by TRTA Gov as part of the development or enhancement of the Software or Third-Party Software.

"Statutory Reports" means those reports provided by TRTA Gov that must be: a) automated compiled data reports (not forms, transmittals, cover letters, or correspondence); b) specifically mandated by State Law (not optional or desirable); c) have all data content and format described in complete detail by mandating authority and d) all report data content must already be contained within GAMA standard databases by means of in-scope data conversion and/or generated by standard application features.

"Test Period" means the thirty (30) day period following a Customer's receipt of the Notice of Completion or (b) in the case where

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Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

"Third-Party Software" means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

"Version" means any new version, release, adaptation, or modification of the Software, which may include major and minor Enhancements, Error Corrections, Compliance Updates, patches, and/or hot fixes. Versions are indicated by TRTA Gov's standard Software numbering system.

"Web Hosting" means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

2. SCHEDULES.

2.1 Schedules. TRTA Gov shall license the Software, provide the Hardware, and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the "Schedules" and "Schedules").

2.2 Conflicting Terms. Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

3. SOFTWARE LICENSE.

3.1 Grant. TRTA Gov grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.3), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

3.2 Acceptance Testing.

3.2.1 During the Test Period, Customer may test the Software to verify that it conforms to all material respects to the Documentation. If the Software does not conform to the Documentation, TRTA Gov will, at its sole and exclusive remedy, return the Software and Documentation to TRTA Gov and receive a refund of any payments received for the license fee.

3.2.2 The Software shall be considered accepted for all purposes ("Acceptance") upon the earliest of: (a) notification by Customer that the Software is in compliance; (b) expiration of the Test Period if Customer fails to notify TRTA Gov of any nonconformity during that period; or (c) use of the Software by Customer for any purpose other than testing.

3.3 Scope of Rights.

3.3.1 Install the Software on the Designated Processor and may, upon prior written notice to TRTA Gov, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.3.2 The Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Schedule. Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.3.3 The Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

3.3.4 Make copies of the Software for backup and archival purposes only, provided that: (a) no more than two (2) copies of the Software are made; (b) the copies are made for backup and archival purposes only; and (c) the copies are not distributed, reproduced, or otherwise used in any manner.

3.3.5 Make copies of the Documentation for Customer's internal use only, provided that TRTA Gov's copyright and other proprietary legends are reproduced on each copy.

3.4 Restrictions.

3.4.1 In addition to other restrictions set forth in this Agreement, Customer may not:

3.4.1.1 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement.

3.4.1.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executed this Agreement) in a commercial, retail, service bureau, or similar enterprise.

3.4.1.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement or

3.4.1.4 Without prior written approval of TRTA Gov, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software and/or those provided in the Software.

3.4.1.5 Without prior written approval of TRTA Gov, modify, extend, or add labels, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement or

3.4.1.6 Remove the labels or any proprietary legends from the Software or its Documentation.

3.5 Title.

3.5.1 TRTA Gov reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor ownership rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

3.6 Right to Audit.

3.6.1 TRTA Gov shall have the right, within ten (10) days of TRTA Gov's written request, during normal business hours and at all times mutually agreed upon by TRTA Gov and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to TRTA Gov of those provided in the Software.

3.7 Third-Party Software.

3.7.1 Customer acknowledges and agrees that each Third-Party Software product is the property of the respective Third-Party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such Third-Party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the Third-Party owner or licensor.

3.8 Tools, Customizations.

3.8.1 Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not use any part of the Software

or require any modification or alteration of the underlying code of the Software. TRTA Gov shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

4. HARDWARE.

4.1 Delivery. If Hardware is provided to Customer under this Agreement, TRTA Gov shall coordinate delivery of the Hardware to Customer. TRTA Gov shall deliver all Hardware to Customer FOB Customer's location.

5. MAINTENANCE & SUPPORT SERVICES.

5.1 Scope. Provided that Customer is current in the payment of the license fee, TRTA Gov shall provide the following maintenance and support services:

5.1.1 Telephone Support. TRTA Gov shall provide Customer with telephone support services for the Software and Hardware from 8:00 a.m. to 5:00 p.m. local Customer time, Monday through Friday, excluding the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. TRTA Gov may from time to time amend its holiday schedule upon at least sixty (60) days' prior notice to Customer.

5.1.2 Web Site. TRTA Gov shall maintain a web site that contains information concerning the Software and Maintenance & Support Services.

5.1.3 Error Corrections. TRTA Gov will respond to any errors reported by Customer in accordance with its response policy attached hereto as Appendix A. TRTA Gov may from time to time amend its response policy upon at least sixty (60) days' prior notice to Customer.

5.1.4 Compliance Updates. TRTA Gov shall exercise due diligence and provide Customer, in a timely manner, with Compliance Updates, provided that Customer actively monitors changes in applicable laws and provides TRTA Gov with timely written notification of such changes. Customer understands and agrees that TRTA Gov's ability to meet its obligations under this Agreement is dependent upon the timely publication of the change by the applicable regulatory agency and notification to TRTA Gov of such change. TRTA Gov shall be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Some compliance updates may require a nominal technical effort by TRTA Gov. In such cases, these updates will be included in the maintenance fees at no additional cost. All other equitable basis across TRTA Gov's affected customer bases, on a time and materials basis.

5.2 Versions.

5.2.1 TRTA Gov shall provide Customer with the current version of the Software. Customer understands that its implementation of a new version may require Customer to upgrade its Computer System. The maintenance and support services described in Sections 5.1.1 through 5.1.4 above are herein collectively referred to as "Maintenance & Support Services".

5.3 Maintenance & Support Obligation.

5.3.1 Provided that Customer is current in the payment of the applicable fee and not otherwise in breach of the Agreement, TRTA Gov shall provide Maintenance & Support Services for the current Version of the Software for the term described in Section 15.2 (Term of Maintenance & Support Services).

5.4 Customer Obligations.

5.4.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's

application, through whom requests by Customer for Maintenance & Support Services shall be made. TRTA Gov shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to TRTA Gov.

5.2.2 Customer shall implement and follow the reasonable written instructions of TRTA Gov regarding operation of the Software.

5.2.3 Customer shall comply with the applicable Documentation.

5.2.4 Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements.

5.3 Third-Party Software Support.

5.3.1 TRTA Gov shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If TRTA Gov is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

5.4 Hardware Maintenance.

5.4.1 TRTA Gov may provide maintenance services for Hardware or Third-Party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ink, paper, pens, media, print heads, toner, or laser drums. TRTA Gov is not responsible or liable for any problems associated with Customer's installation or use of any Third-Party hardware, equipment, or system or application software not purchased by Customer from TRTA Gov or the attachment of Third-Party hardware or equipment to the Customer's Computer System. TRTA Gov is not obligated to repair damage to any Hardware or Third-Party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

5.5 Services Outside Scope.

5.5.1 The following are not TRTA Gov's obligations to provide Maintenance & Support Services under this Section 5.5: a) services set forth in Section 15.2 (Term of Maintenance & Support Services); b) an amendment to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (defined below); c) Services requested and provided by TRTA Gov that are not within TRTA Gov's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

6. OTHER SERVICES.

6.1 Description. TRTA Gov shall provide Services (other than Maintenance & Support Services) as set forth in the applicable Schedule.

6.2 Implementation Services.

6.2.1 The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of Implementation Services by TRTA Gov.

6.3 Lead Development.

6.3.1 Customer shall jointly develop the Implementation Plan using TRTA Gov's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.4 Implementation.

6.4.1 TRTA Gov and Customer shall jointly develop the Implementation Plan within the time to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (defined below). Services requested and provided by TRTA Gov that are not within TRTA Gov's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

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6.2 Performance Dates

6.2.1 Independence of Dates. Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

6.2.2 Efforts. Each party agrees to use commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

6.2.3 Adjustments. To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.2.2.

6.2.4 TRTA Gov Project Manager. TRTA Gov shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "TRTA Gov Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for TRTA Gov. TRTA Gov may not substitute other persons in the position without the prior written approval of Customer, which approval shall not be unreasonably withheld.

TRTA Gov agrees that the TRTA Gov Project Manager shall dedicate such time as is needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

6.2.5 Customer Project Manager. Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for TRTA Gov. Customer may replace the person serving as its Customer Project Manager under prior written notice to TRTA Gov.

7. INSURANCE

7.1 Insurance Coverage. During the term of this Agreement, TRTA Gov shall maintain insurance coverage covering its operations as follows:

Insurance Type	Minimum Coverage Amount (per occurrence)
Workers' Compensation and Employee Liability	No less than the limits of liability required by law.
Automobile Liability	No less than \$1,000,000.
Data Processing Errors & Omissions	\$3,000,000.
Commercial General Liability	\$2,000,000.
General Aggregate Products	\$2,000,000.
Personal/Advertising Injury	1,000,000.
Each Occurrence	1,000,000.
Fire Damage	1,000,000.
Medical Expenses	10,000.

7.2 Certificate. Upon request by Customer, TRTA Gov shall provide Customer with certificates of insurance. TRTA Gov shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS

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8.1 License Fees. Customer shall pay TRTA Gov the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon the earlier of (i) execution of this Agreement, (ii) execution of the applicable Schedule, or (iii) delivery of Software to Customer.

8.2 Support Fees. Customer agrees to pay TRTA Gov the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced annually in advance, commencing on the date Go-Live. TRTA Gov shall have the right to increase the annual support fees for existing Software Versions upon prior written notice. Support fees shall not be advisory or unreasonable. In the event TRTA Gov provides Customer with any new software product or Version, TRTA Gov may publish and apply a revised Maintenance & Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchase of additional Software licenses by Customer.

8.3 Other Services Fees. Unless otherwise stated in the applicable Schedule, Statement of Work, or mutually agreeable document, Customer shall pay all fees for Services (other than Maintenance & Support Services) on a time-and-materials basis based on TRTA Gov's then-current rates and charges for the Services. TRTA Gov will bill other Services as used.

8.4 Hardware Fees. Customer agrees to pay TRTA Gov the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon shipment of the Hardware.

8.5 Reimbursable Expenses. Customer agrees to reimburse TRTA Gov for all reasonable and customary out-of-pocket expenses, including but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by TRTA Gov in connection with the performance of Services. Major expenses shall not exceed TRTA Gov's actual cost. In no event shall TRTA Gov be reimbursed for any expense that is not a direct cost of the Services.

8.6 Invoicing/Acceptance. All invoices are due within 30 days of receipt or as specified in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly pay TRTA Gov in writing the reasons for such delay. Unless otherwise agreed by both parties, TRTA Gov may apply any payment received to any delinquent amount outstanding.

8.7 Taxes. The fees set forth in this Agreement do not include any amounts for sales, use, or other taxes. Customer shall be responsible for all taxes, including but not limited to, sales, use, or other taxes, and any other taxes imposed on the Services. Customer shall be responsible for all taxes, including but not limited to, sales, use, or other taxes, and any other taxes imposed on the Services. Customer shall be responsible for all taxes, including but not limited to, sales, use, or other taxes, and any other taxes imposed on the Services.

8.8 Penalties for Delay. Neither Customer nor TRTA Gov shall be subject to any delay penalties, including but not limited to, liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8.6, unless specifically set forth in the applicable Schedule.

8.9 Price Changes. If TRTA Gov utilizes a third-party Hardware Manufacturer, TRTA Gov shall be entitled to increase any price charged to Customer for Hardware Maintenance services and any other services provided by TRTA Gov.

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prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

9. ADDITIONAL CUSTOMER RESPONSIBILITIES

9.1 Communications Equipment. At a minimum, Customer is required to provide TRTA Gov with access to their network and Internet. Internet-based connections must be secured using the most robust firewalls or Cisco VPN client. All other VPN clients are not supported.

9.2 Site Condition. Customer shall maintain site conditions that conform to common industry standards for all computer systems and other media devices.

9.3 Records. Customer shall create and maintain timely, accurate, and reliable electronic back-up of all data and program and system files.

9.4 Computer Virus Protection. Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. TRTA Gov shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

9.5 Security. Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. TRTA Gov shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

10. WARRANTIES

10.1 Software. TRTA Gov warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of thirty (30) days after the Acceptance Date. TRTA Gov shall not be responsible for any charge, any nonconformity of which it receives notice during the warranty period. In no event shall TRTA Gov be responsible for any Enhancement, Compliance Update, and/or Error Correction which is contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update, and/or Error Correction shall begin simultaneously with the execution of the Software warranty. TRTA Gov's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty, shall be the repair or replacement of any nonconformity. Customer shall provide TRTA Gov with written notice of any nonconformity within ten (10) business days of the date of discovery of the nonconformity, or replacement of the Software. TRTA Gov warrants that the Software does not contain any disabling devices that would allow TRTA Gov to terminate operation of the Software. TRTA Gov further warrants that, to the best of its knowledge, the Software does not contain any viruses.

10.2 Performance. TRTA Gov warrants that all Services provided under this Agreement will be performed in a workmanlike manner. Customer shall notify TRTA Gov in writing of any breach of this warranty within thirty (30) days after completion of the Services. TRTA Gov's obligation to Customer, and Customer's exclusive remedy for breach of warranty, is re-performance of the Services.

10.3 Third-Party Software; Hardware. TRTA GOV MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND UNLESS OTHERWISE SPECIFICALLY STATED IN ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, ONLY AS EXPRESSLY STATED BY THE MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. TRTA GOV EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WILL INDEMNIFY TRTA GOV AND ITS AFFILIATES

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AGAINST DAMAGES THEY INCUR AS A RESULT OF A THIRD PARTY CLAIM ARISING FROM CUSTOMER'S USE OF THE THIRD-PARTY SOFTWARE.

10.4 Exclusions. TRTA Gov's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon Customer's proper use and do not include:

10.4.1 Support or correction of errors or increase in service time that result from (a) accident, neglect, misuse, or use other than ordinary use, (b) failure of a computer, or conditioning, or humidity controls that cause a computer failure, and (c) modifications made to the Software by other than a representative of TRTA Gov.

10.4.2 Problems and errors that TRTA Gov and/or Customer cannot reproduce.

10.4.3 Problems relating to or caused by (a) any hardware, third-party software, Internet Service Provider (ISP), or software that was not supplied by TRTA Gov, or (b) use of a Computer System that does not meet the Minimum Requirements.

10.4.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is provided.

10.4.5 Corrections of errors, defects, and malfunctions that are intractable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party hardware and/or software that is used at TRTA Gov's then-current time-and-materials rates, plus travel related expenses.

10.5 Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TRTA GOV EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

11. CONFIDENTIAL INFORMATION

11.1 Defined. As used in this Section 11, "Confidential Information" includes the Software and Customizations in any embodiment, the terms, conditions, and pricing of this Agreement, and other technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all other information that is information, and any information exchanged by the parties that is clearly marked "Confidential" or "Proprietary." Confidential Information shall include all information that is designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in the Confidential Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in the Confidential Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in the Confidential Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days.

11.2 Non-disclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The parties shall protect the Confidential Information from disclosure using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain or be disclosed to any third party without the prior written consent of TRTA Gov. The parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other party to suffer irreparable harm where there are inadequate remedies at law, and that the non-discussing party shall be entitled to equitable relief in addition to all

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other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without TRTA Gov's prior written approval.

11.3 Exceptions. A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where necessary, the recipient shall be required to use the confidential information of the discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

12. INTELLECTUAL PROPERTY INDEMNIFICATION

12.1 Scope. TRTA Gov agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. TRTA Gov shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

12.2 Notice. Customer shall give TRTA Gov prompt written notice of any third-party claim, or notice of any claim or action that could have an adverse impact on TRTA Gov's rights in the Software. Customer will provide TRTA Gov reasonable cooperation in the defense of such claim or action or for negotiation or its settlement.

12.3 Alternatives. TRTA Gov shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 12.1, TRTA Gov may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation, using a five-year, straight-line method of calculation.

12.4 Exclusions. TRTA Gov shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system; (c) modification of the Software other than by a representative of TRTA Gov; (d) use of a Version of the Software other than the most current Version of the Software, when use of the most current Version would have avoided the claim or litigation.

12.5 Sole Remedy. This Section 12 states TRTA Gov's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

13. LIMITATIONS OF LIABILITY

13.1 Limitation and Disclaimer. TRTA GOV'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE SCHEDULE; OR (B) IN ALL OTHER CASES, THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE. IN NO EVENT SHALL TRTA GOV BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPRODUCTION (COVER COST), INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT

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INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION OR BREADTH IN SYSTEM SECURITY, WHETHER OR NOT TRTA GOV HAS OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

13.2 Third-Party Software; Hardware. TRTA GOV MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND UNLESS OTHERWISE SPECIFICALLY STATED IN ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, ONLY AS EXPRESSLY STATED BY THE MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. TRTA GOV EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WILL INDEMNIFY TRTA GOV AND ITS AFFILIATES

14. TERM OF AGREEMENT

14.1 Term of Agreement. This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16.

14.2 Term of Maintenance & Support Services. Unless otherwise provided in the applicable Schedule, Maintenance & Support Services for Software shall commence upon Go-Live as defined in the Schedule or Statement of Work, as applicable, and shall continue for an initial term of thirty (30) months. Maintenance & Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Maintenance & Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee and any other applicable fees.

14.3 Term of Hardware Maintenance Services. Unless specifically identified in the Maintenance & Support Services Schedule, all Hardware Maintenance will be provided by "Manufacturer Warranty Only."

14.4 Term of Other Services. The term for Services (other than Maintenance & Support Services) shall terminate upon completion of the Services, or shall remain in effect for the period specified in the applicable Schedule.

14.5 Termination. Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

14.5.1 Breaches its confidentiality obligations under this Agreement.

14.5.2 Materially breaches this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party.

14.5.3 Cesses conducting business in the normal course, admits insolvency, or makes an assignment for the benefit of creditors.

14.5.4 Becomes the subject of any judicial or administrative proceeding in bankruptcy, reorganization, or liquidation, and such proceeding is not dismissed within ninety (90) days after it is commenced.

14.5.5 By Customer. In the event the proper application of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated.

effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper application is not available, provide TRTA Gov with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the proposed appropriation for the fiscal year. TRTA Gov under this Agreement, if any. No penalty shall accrue to Customer in the event of termination of this Agreement for non-appropriation. If this Agreement is terminated pursuant to this Section 14.5, Customer shall be deemed to have agreed to pay TRTA Gov the amount of this contract for a period of two (2) years from the date of rescinding this Section 14.5. If funds should not become available within two (2) years of said date, Customer shall be free to contract with TRTA Gov or any other available source when they become available.

14.6 Effect of Termination. The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1. Provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any obligation under the Schedules, if Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately become a licensee of the Software and shall either destroy or return the original and all copies, in whole or in part, of any of the Software and related materials. Customer shall notify such action in writing to TRTA Gov within one (1) month after the termination date. If Customer terminates a Schedule for Maintenance & Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, TRTA Gov shall return all data supplied by Customer in a format reasonably requested by Customer (other than TRTA Gov's proprietary format) upon payment of TRTA Gov's then-current fee for this service.

14.7 Survival of Certain Obligations. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement until fulfilled.

17. DISPUTE RESOLUTION

17.1 Informal Dispute Resolution. If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first notice by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

18. GENERAL

18.1 Customer List; Publicity. Customer authorizes TRTA Gov to use Customer's name in its list of Customers. The parties agree that neither party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Maintenance & Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, TRTA Gov may publicly refer to Customer (by name only) as being a customer of TRTA Gov, and only in relation to this Agreement except as otherwise authorized by Customer.

18.2 Amendments. No provision of this Agreement may be amended or modified except by a written document signed by both authorized representatives of both parties.

18.3 Notices

18.3.1 Delivery. Except as otherwise provided herein, any notice or other communication between the parties shall be made by email, or by first-class mail, or by express mail, or by any other means of communication that provides for proof of delivery, and shall be deemed to have been received by the addressee on the date of delivery.

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case delivered to the address specified for the recipient. Any written notice (required to be sent under Section 16.1) shall be deemed to have been received by the addressee on the date of delivery by U.S. mail (first class, airmail, or express) or commercial courier.

18.3.2 Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third business day after deposit in the mail with postage prepaid, if by courier, when delivered as evidenced by the courier's receipt; if by email, when received by the addressee's email address; if by facsimile, when received by the addressee's fax number; if by electronic mail, when first received on the recipient's mail server; if received on a day other than a business day or on a business day but after a business day's local time, the communication will be deemed received at 9:00 a.m. the next business day.

18.3.3 Contact Person. Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may designate a contact person or address for purposes hereof by delivering a notice thereof to each other party hereto, but any element of such party's address which is not specified in that notice shall not be deemed changed.

18.4 Technology Life Expectancy. Customer understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. Customer further acknowledges that TRTA Gov will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, TRTA Gov does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by TRTA Gov will function for an indefinite period of time. Rather, TRTA Gov and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether Customer may upgrade the same. Customer upgrades may include, without limitation, the installation of a new version, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

18.5 Excusable Delays. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

18.6 Statute of Limitations. No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or in the event of a breach, more than two (2) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than two (2) years after the breach could, in the exercise of due diligence, have been discovered by such party.

18.7 Injunctive Relief. TRTA Gov and Customer agree that in the event of any breach of Section 11, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to seek injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's state of domicile.

18.9 Assignment. Neither party may assign or transfer by operation of law or otherwise any right or obligation under this Agreement without the other party's prior written consent, which consent will be unreasonably withheld or delayed. Any assignment in violation of this

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clause shall be null and void. However, TR may, without Client's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with TR or an Affiliate's sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of TR or any similar business transaction.

18.10 **Severability.** If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

18.11 **Counterparts.** This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18.12 **Subcontractors.** TRTA Gov reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. TRTA Gov shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

18.13 **Independent Contractor.** The relationship of TRTA Gov to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

18.14 **Waiver.** No delay or failure by either party to take any action or assert any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, nor shall any express waiver constitute a continuing waiver. The waiver by either party at any time, expressed or implied, of any breach or attempted breach of the obligations set forth in this Agreement shall not be deemed a waiver of or consent to any subsequent breach or attempted breach of the same or any other type.

18.15 **Executable by Facsimile.** Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by each party.

18.16 **Non-Discrimination.** TRTA Gov, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

18.17 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between TRTA Gov and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement, including without limitation any representations concerning (i) estimated completion dates, hours, or charges to provide any service; (ii) performance or function of any Product or system, other than as expressly warranted in Section 10 (Warranties); (iii) the experiences or recommendations of other parties; or (iv) results or savings Customer may achieve, shall effect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on TRTA Gov.

APPENDIX A

RESPONSE POLICY

TRTA Gov shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to TRTA Gov. TRTA Gov may, in its reasonable discretion, re-classify the Error after its initial investigation. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Customer will pay TRTA Gov for that support on a time-and-materials basis at TRTA Gov's then current rates. The priority codes and responses are as follows:

Priority	Definition/Impact	TRTA Gov's Responses
1	The problem causes an immediate major impact on Customer's business. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists.	TRTA Gov will use all commercially reasonable efforts to: (i) respond to Customer within one hour, indicating that TRTA Gov has received the report of the error; (ii) provide an initial status report to Customer within two hours, and regularly communicate thereafter the status of a reported incident; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software as soon as reasonably possible.
2	The problem causes an impact on Customer's business. A workaround is not available; however, processing can still continue but in a restricted manner.	TRTA Gov will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within four hours of the report; (ii) verify the reported error and regularly communicate the status to Customer; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software within ten days, or to continue its efforts indefinitely beyond this period when an error remains unresolved.
3	The problem has a minor impact on Customer's business. The problem does not prevent operation of the software.	TRTA Gov will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) respond to the error within thirty days.
4	The problem has no business impact.	TRTA Gov will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) consider addressing the issue in a future version.

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SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES

The attached Schedules numbered GA2017.001.01 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. GA2017.001 between TRTA Gov and the undersigned Customer (the "Agreement").

By and Between	And
MANATTON, INC. - A THOMSON REUTERS BUSINESS 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (269) 358-2633 Fax No.: (269) 567-2930 E-mail Address: Matt.Henry@TR.com	MURRAY COUNTY, GEORGIA 121 N. Fourth Avenue, P.O. Box 336 Chatsworth, GA 30705 ("Customer") Attention: Billy Childers - Tax Commissioner Telephone No.: 706.517.1400 x 1260 Fax No.: 706.517.3522 E-mail Address: bchilders@murraycountyga.gov

The parties have executed these Schedules as of the dates set forth below their respective signatures.

TRTA GOV	MURRAY COUNTY, GEORGIA
By: _____ (Signature)	By: <i>[Signature]</i> (Signature)
Its: _____ (Title)	Its: <i>Billy Childers Tax Commissioner</i> (Title)
Date: _____	Date: <i>3-5-2017</i>
Witnessed: _____ (Signature)	By: _____ (Signature)
By: _____ (Printed or Typed Name)	Its: _____ (Title)
	Date: _____
	By: _____ (Signature)
	Its: _____ (Title)
	Date: _____
	Witnessed: <i>[Signature]</i> (Signature)
	Date: <i>03-07-17</i>

SIGNATURE PAGE

SOFTWARE SCHEDULE FOR MURRAY COUNTY, GEORGIA
Schedule No. GA2017.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. GA2017.001 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Model Number	Quantity	Unit Price	Total Price
VCS Tax Software	VCS-TAX	1	\$ 14,375.00	\$ 14,375.00
Bar Coding Module	VCS-BARCODE	1		
Total Software Fees:				\$ 14,375.00

SOFTWARE USE RESTRICTIONS: Site license(s) based on approximately 2,500 users.

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees specified in this Schedule.

MINIMUM REQUIREMENTS FOR THE SERVER (CUSTOMER'S RESPONSIBILITY):

Windows 2012 operating system with iIS installed
Microsoft SQL Server 2012 Standard with SSL certificate installed
Minimum 16 gig memory
Minimum 500 gig hard drive (Raid processing)
Back-up and UPS Customer's preference
Dual partitions are acceptable, but there should only be large partitions. Small partitions may cause more and longer seeks due to the possibility of constant paging.

MINIMUM REQUIREMENTS FOR WORKSTATIONS (CUSTOMER'S RESPONSIBILITY):

Windows 7 operating system
2 - 4 gig of memory
Note: The tax commissioner, deputy tax commissioner and bookkeeper will need at least 4 gig. Customer can use the same monitor and printer they use for Grabs.

OTHER MINIMUM REQUIREMENTS (CUSTOMER'S RESPONSIBILITY):

Browser - IE11 (Internet Explorer 11)
TRTA Gov will need remote access to the server.
Server access must always be in place to perform updates and for various support interactions.

TRTA GOV RECOMMENDATIONS (CUSTOMER'S RESPONSIBILITY):

FTP - Filezilla FTP
PDF - Primo PDF (read/write capabilities)
Method of Connectivity - LOGMEN (TRTA Gov utilization of the professional LOGMEN version includes a license policy)

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MAINTENANCE AND SUPPORT SERVICES (collectively referred to as "Support Services") SCHEDULE FOR: MURRAY COUNTY, GEORGIA
Schedule No. GA2017.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. GA2017.001 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Notes
VCS Tax Software	VCS-TAX-S	\$ 15,070.00	
Bar Coding Module	VCS-BARCODE-S		
Total Annual Software Maintenance & Support Services Fees - Year #2:		\$ 15,070.00	

ALL HARDWARE SUPPORT CALLS SHOULD BE DIRECTED TO THE HARDWARE MANUFACTURER. NO HARDWARE SUPPORT OR TIER-ONE DIAGNOSTICS WILL BE PROVIDED BY TRTA GOV. CUSTOMER MAY BE REQUIRED BY THE HARDWARE MANUFACTURER TO PROVIDE ONSITE ASSISTANCE VIA TELEPHONE FOR HARDWARE WARRANTY ISSUES.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence upon the date of Go-Live and shall continue for an initial term of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other with written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current

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PROFESSIONAL SERVICES SCHEDULE FOR: MURRAY COUNTY, GEORGIA

Schedule No. GA2017.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. GA2017.001 between TRTA Gov and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES					
General Description of Services	Model Number	Quantity	Unit Price	One-Time Fees	Annual Fees
Software Installation	INSAPP	1	\$ 4,000.00	\$ 4,000.00	-
Configuration/Preparation/Support	PRE	1	\$ 8,000.00	\$ 8,000.00	-
Conversion	CONV	1	\$ 8,000.00	\$ 8,000.00	-
Year #1 Warranty	WARRANTY	1	\$ 14,490.00	\$ 14,490.00	-
Total Professional Services Fees:				\$ 34,490.00	N/A

CONVERSION: The data to be converted will be provided by Customer in the TRTA Gov standard VCS import format in a mutually agreed-upon media and on a mutually agreed-upon schedule. This data will be loaded into a SQL database based on application requirements. TRTA Gov standard import processes will then be used to convert the data from the import format provided by Customer into VCS production tables. Customer will be provided appropriate delivery and signed documentation upon the successful completion of the data conversion effort.

CONSULTATION/TRAINING SERVICES				
Description	Model Number	Quantity	Total Price	Comments
VCS Tax Software Training - 3-Days of Training	TRNG	1	\$ 4,000.00	
Total Consultation/Training Services Fees:			\$ 4,000.00	

All Professional and Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional and Consultation/Training Services fees are due and payable after TRTA Gov performs such services in accordance with TRTA Gov's invoices that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with TRTA Gov's Professional and Consultation/Training Services.

ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: TRTA Gov shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training fees requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with TRTA Gov's additional Professional and Consultation/Training Services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate pre-course to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a full day of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) TRTA Gov recommends one (1) person per PC / terminal; and

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SUMMARY SCHEDULE FOR: MURRAY COUNTY, GEORGIA

Schedule No. GA2017.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. GA2017.001 between TRTA Gov and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
SOFTWARE	\$ 14,375.00
PROFESSIONAL SERVICES	\$ 38,490.00
Total One-Time Fees - Plus Freight:	\$ 52,865.00

Payment Terms for One-Time Fees: TRTA Gov will invoice the One-Time Fees upon Go-Live. This invoice will be due within 30 days of receipt. Customer is responsible for all travel-related expenses associated with TRTA Gov's Professional/Consultation/Training Services. Actual expenses will be billed as incurred.

Taxes: The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides TRTA Gov with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon the Agreement, the Software, Hardware and/or any Professional Services performed by TRTA Gov, including any taxes based upon TRTA Gov's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, TRTA Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TRTA Gov for such tax liability within thirty (30) days of receiving written notice of such tax liability from TRTA Gov.

ONGOING FEES	
Description	Annual Price
SOFTWARE MAINTENANCE & SUPPORT SERVICES - Year #2	\$ 15,070.00
Total Ongoing Fees:	\$ 15,070.00

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 8.2 of the Master Agreement. All invoices are due within 30 days of receipt.

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DELIVERABLE ACCEPTANCE STATEMENT FOR MURRAY COUNTY, GEORGIA

Deliverable Acceptance Statement ("DAS") for Schedules GA2017.001.01

PURPOSE: The purpose of this DAS is for Customer to sign off on the outputs specified below and to accept billing.

OUTPUTS:

The software is live on Customer's system.

TRTA Gov has provided the services specified in the Schedules.

GO-LIVE DATE: _____

RESPONSE PERIOD: The Customer response period for this DAS is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

SIGNATURES: We, the undersigned, agree that the above items are complete, and that under the conditions of the Schedules and Master Agreement, Customer will be billed for the One-Time Fees and the first-year Ongoing Fees upon signing this DAS. It is agreed that this project is complete.

TRTA Gov	Customer
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date: _____	Date: _____

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THOMSON REUTERS

December 14, 2016

**Murray County, GA Tax Commission
Budgetary Estimate for VCS Tax**

VCS Tax Software License Fee: \$14,375

- Tax Billing
- Tax Collection Cashiering
- Business Revenue
- FICA/Levy Management
- Tax Sale
- Bankruptcy Case Management
- Special Assessment

Professional Service Fees: \$24,000

- Implementation:
- Installation
 - Conversion
 - Training
 - Configuration/project management

Total One-Time Fees: \$38,375

Annual Maintenance Fees: \$14,490

Notes:

1. Thomson Reuters software license is a site license with unlimited users
2. Travel and Expenses not included
2. Database software not included
3. Hardware not included

ADJOURNMENT:

Executed this 7th day of March, 2017

ATTEST:

Tommy Parker, County Clerk

Greg Hogan, Commissioner

In Attendance: Greg Hogan, Tommy Parker, Lewis Flood, Mack Belue, Donna Flood, Jessica Carroll, Darren Weeks, Tamara Shoemaker, Elizabeth Milan, Veronica Raymunds, Randy Peden, David Stone, Donald Young, Kelsey Dotson, Natalie Glaser, Anthony Noles, Billy Childers, Frank Adams, Lorri Harrison, Edward Dunn, Dennis Wells, Mile LaChapelle