



**Bulloch County
Board of
Commissioners
Regular Meeting**

**August 5, 2014
Estimated Time: 50 Minutes
North Main Annex Community Room
Statesboro, Georgia
5:30 PM**

Meeting Function: **Board of Commissioners** Type of Meeting: **Regular Meeting**

Meeting Chair: **Chairman, Garrett Nevil
(Presiding)** Recorder: **Clerk of the Board, Christy Strickland**

Parliamentarian: **County Attorney, Jeff Akins** Ex-Officio: **Tom Couch, County Manager; Harry Starling, Chief Financial Officer; Andy Welch, Development Services Director; Ted Wynn, Public Safety Director; Dink Butler, Transportation Director; Kirk Tatum, County Engineer; Jared Akins, Chief Deputy; Whitney Richland, Chief Accountant; Randy Newman, Zoning Administrator; Christopher Ivey, Fire Chief; Doug Vickers, EMS Director; and Kelly Barnard, 911 Director**

General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	5:30 PM	
Invocation and Pledge of Allegiance	County Manager	5:32 PM	
Roll Call	Clerk of the Board	5:34 PM	
Zoning Agenda	Zoning Administrator	5:35 PM	Tab A
Approval of General Agenda	Chairman Nevil	5:45 PM	
Public Comments	Audience	5:47 PM	
Consent Agenda		5:57 PM	
To Approve the minutes of the Regular Meeting & Executive Session held on July 15, 2014	Clerk of the Board		Tab B
To Authorize the Chairman to Execute a letter issuing a temporary food service food permit for the Willow Hill Heritage Festival	Administration		Tab C
To Approve an update to the radio software for E-911	Public Safety/911		Tab D
To Approve a purchase of four (4) Zoll x monitor/defibrillators	Public Safety/EMS		Tab E
To Approve amendment # 326-2014-01 to the Employee Health Care Plan	Human Resources/Legal		Tab F
To Approve an inmate telephone service agreement with Inmate Calling Solutions, LLC	Correctional Institute/Legal		Tab G
To reappoint Bubba Hunt and Steven Sanders to the Recreation Advisory Council	Clerk of the Board/Parks & Rec		Tab H
To Approve a bid for eight (8) air-paks and eight (8) face pieces with American Safety & Fire House	Public Safety/Fire Department		Tab I

To Approve a bid for new structural firefighting gear with Municipal Emergency Services (MES)	Public Safety/Fire Department	Tab J
To Approve a bid for sixteen (16) air bottles with American Safety & Fire House	Public Safety/Fire Department	Tab K
To Approve an alcohol beverage license for package retail beer and wine sales to Maneklal Patel for Buddy's located on Highway 301 South	Clerk of the Board	Tab L
Commission and Staff Comments	Chairman Nevil, et al.	6:00 PM
Executive Session-Pending Potential Litigation	Legal	6:10 PM
Adjourn	Chairman	6:20 PM
Additional Information		
Background information in Board packets		



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	August 5, 2014
Application #:	CU2014-023	Application Type:	Conditional Use
Request:	Joy H. Sawyer submitted an application for a conditional use to construct a solar power generation facility. The facility will be constructed on a 7.5 acre tract located on Hwy 80 West. Steven Chiariello from Inman Solar is acting as agent.		

Applicant:	Joy H. Sawyer	Total Acres:	141.18
Location:	Hwy 80 West	Acres in Request:	7.5
Map #:	043 000004A 000	Existing Lots:	1
Future Land Use:	Suburban- Neighborhood	Current Zoning:	AG-5
Directions to Property:	Take Hwy 80 toward Portal and property will be on the left just before Colfax Road West.		
Planning And Zoning Recommendation:	To approve with a 4-0 vote.		

Conditional Use Standards	Yes	No	Comment
(1) Is the type of street providing access to the use adequate to serve the proposed conditional use?	X		
(2) Is access into and out of the property adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?	X		
(3) Are public facilities such as schools, EMS, sheriff and fire protection adequate to serve the conditional use?	X		
(4) Are refuse, service, parking and loading areas on the property located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?	X		
(5) Will the hours and manner of operation of the conditional use have no adverse effects on other properties in the area?	X		
(6) Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?	X		
(7) Is the proposed conditional use consistent with the purpose and intent of the zoning ordinance?	X		

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for suburban-neighborhood.

Existing Land Use Pattern: There are primarily rural residential and agricultural uses at adjacent and nearby properties.

Zoning Patterns and Consistency: The proposed use appears to be inconsistent with the zoning patterns in the nearby area due to the fact that this is a fairly new type of use.



Bulloch County Departmental Review

Neighborhood Character: There is no evidence that the proposed change in use should injure or detract from existing neighborhoods.

Property Values: property values should not be effected by the proposed use.

WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and a community water system approval as required by the County Health Department. Soil types and proposed lot sizes are compatible and adequate for septic tank installation.

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 2.4 miles (response time 8 minutes) from the Portal Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Hwy. 80 West is a State maintained paved road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

The proposed use should not create a significant traffic impact. Currently, all drainage is natural with no known man-made improvements to the existing development other than roadside drainage ditches and culverts. The accessways/driveways to the site should have proper roadside drainage measures.

E-911 AND EMERGENCY MANAGEMENT IMPACT

Street addresses can be easily assigned. The County Emergency Management Director should be contacted prior to construction.

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 11 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.

The staff recommends approval of the conditional use request.



Bulloch County Departmental Review

BULLOCH SITE

PRELIMINARY SOLAR PV SITE LAYOUT

Project:	BULLOCH SITE
Address:	Bulloch County, GA
Lat/Long - Facility:	32.516271,-81.87744
Lat/Long - Point of Interconnection:	???
System Size:	999.63kW DC
Panel:	Stion STL145W
Inverter:	AE 3TL-23kW
Tilt:	30°
Azimuth:	180°
Mounting:	Ground Mount
Contact:	Brion Fitzpatrick, Inman Solar
Phone / email:	(404)993-2234/ brion@inmansolar.com



BULLOCH SITE
BULLOCH COUNTY

inmansolar

BULLOCH COUNTY PRELIMINARY LAYOUT

PV01

July 15, 2014
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 8:30 a.m. in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Mosley gave the invocation and the pledge of allegiance.

Ms. Christy Strickland, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Commissioner Mosley, Vice-Chairman Simmons, Chairman Nevil, Commissioner Rushing, and Commissioner Thompson. The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Transportation Director Dink Butler, County Engineer Kirk Tatum, Chief Deputy Jared Akins, Public Safety Director Ted Wynn, Chief Accountant Whitney Richland, County Engineer Kirk Tatum, Clerk of Court Heather McNeal, Deputy Warden Wayne Smith, Warden Chris Hill, and Purchasing Director Faye Bragg.

Chairman Nevil asked for amendments or modifications of the General Agenda. County Manager Tom Couch asked to modify the agenda by removing item # 1 under New Business for Discussion/Action to approve a purchase order of four (4) Lifepak 15 monitor/defibrillators. Hearing no further modifications, Commissioner Mosley offered a motion to approve the General Agenda removing item # 1 under New Business as requested by the County Manager. Vice-Chairman Simmons seconded the motion, and it carried unanimously with Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Vice-Chairman Simmons voting in favor of the motion.

Chairman Nevil asked for any public comments from the audience at large or in writing. Mr. Carlos Brown stated the church he attends had bought some property adjacent to where the church is located. He stated they assumed because it was bought for church use it was automatically exempt from property taxes, but after speaking to Tax Commissioner James Deal he found out there is a form you have to submit. Mr. Brown stated there were taxes owed on it from 2011, 2012, and 2013. He stated that Mr. Deal told him if he would pay the taxes for 2011 he would ask approval from the Board of Commissioners to waive the fees for 2012-2013. Mr. Brown stated due to Mr. Deal

being on vacation this has not been done yet but just wanted to make the Board aware and ask them to consider the request when it came before them. County Manager Tom Couch stated he was made aware of the situation and he would need to get documentation from Mr. Deal and they would put it on the agenda. Chairman Nevil thanked Mr. Brown for coming before the Board.

Chairman Nevil stated the next item on the agenda was to approve the Consent Agenda as follows: (1) To approve the minutes of the Regular Meeting held on July 1, 2014 and the workshop held on July 8, 2014; (2) To approve a Resolution establishing fees for FY2015 for the Rural Fire District (See Exhibit # 2014-126); (3) To approve a bid for two (2) ½ ton 4x2 pickup trucks with Wade Ford in the amount of \$36,726.00 (See Exhibit # 2014-127); (4) To approve a bid maintenance contract with Palmetto Fire Apparatus (See Exhibit # 2014-128); and (5) To approve a Resolution authorizing acceptance of roads in Phase II of Saddle Creek Subdivision (See Exhibit # 2014-129). Commissioner Thompson asked if there were any local vendor bids received for Consent Agenda Item #3 for the pickup trucks. Statesboro Parks and Recreation Director Mike Rollins stated no bids were received from any local vendors. Hearing no further discussion, Commissioner Thompson offered a motion to approve the Consent Agenda as presented. Commissioner Simmons seconded the motion, and it carried unanimously with Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Vice-Chairman Simmons voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion/Action to dispense with the reading and approve a Resolution to adopt the 2015 General Appropriations Budget. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch passed out the final draft of the FY2015 GAB and stated since they had held the public hearing on July 8, 2014 nothing had changed except for correcting minor mathematical errors. Chairman Nevil thanked Mr. Couch and the Department Heads for all their hard work on preparing the budget. Hearing no further discussion, Commissioner Thompson offered a motion to approve the Resolution for the Fiscal Year 2015 General Appropriations Budget (See Exhibit # 2014-130). Vice-Chairman Simmons seconded the motion and it carried unanimously with

Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Vice-Chairman Simmons voting in favor of the motion.

Chairman Nevil asked for any general comments or statements from the Commissioners. Vice-Chairman Simmons thanked the staff for all their hard work and dedication and stated he appreciated Mr. Brown coming before the Board because he was not aware that churches were not automatically tax exempt. Commissioner Mosley stated he was also appreciative of the staff and stated there was no one that signed up to speak at the Public Hearing for the FY2015 Budget, and he had heard comments from citizens over the weekend indicating that they trust the Commissioners and Staff to make the right decisions for the citizens of Bulloch County. He also stated that the Willow Hill Festival was approaching and asked about getting a food permit for the festival. Commissioners Rushing and Thompson thanked the staff for their dedication to the County.

Chairman Nevil asked if there were any comments from the staff. County Manager Tom Couch stated he was grateful for all the appreciation from the Commissioners and is hopeful that next year things will improve. Chairman Nevil asked if there were any other comments from the Commissioners or staff. Hearing none, he stated there was no further business expected for the open session of the regular agenda, and the Board must close the meeting and enter into Executive Session. He stated that at the conclusion of the Executive Session, the Board would reconvene and in all likelihood move for adjournment. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. § 50-14-3(b)(2) and other applicable laws, pursuant to the advice of the County Attorney, Jeff Akins, for the purpose of discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in O.C.G.A § 50-14-3(b)(2) (See Exhibit #2014-131). Vice-Chairman Simmons offered a motion to enter into Executive Session for the above-stated reasons. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Vice-Chairman Simmons voting in favor of the motion.

Chairman Nevil asked if there were any further comments from the Commissioners or Staff. Hearing none from the Board or Staff, he asked for a motion to adjourn. Vice-Chairman Simmons offered a motion to adjourn the meeting. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Vice-Chairman Simmons voting in favor of the motion.

J. Garrett Nevil, Chairman

Attest: Christy Strickland, Clerk of the Board

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:		MEETING DATE: August 5, 2014	
Community Services		RESOLUTION ATTACHED?	YES NO <input checked="" type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE:

To Authorize the Chairman to execute a letter issuing a temporary food service permit for the Willow Hill Heritage Festival.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

This is an approval that has been done the past three (3) years to allow the festival to serve food compliant with state law.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION		BUDGETED ITEM?	YES		AMENDMENT REQUIRED?	YES	
			NO	<input checked="" type="checkbox"/>		NO	<input checked="" type="checkbox"/>
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:					
CONSENT	<input checked="" type="checkbox"/>						
NEW BUSINESS							
OLD BUSINESS							
OTHER							

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	CAS	INITIAL	<i>Jsh</i>	INITIAL	<i>[Signature]</i>
DATE		DATE		DATE		DATE	07.17.2014	DATE	8/1/14	DATE	08.01.14

COMMISSION ACTION AND REFERRAL (Box 9)	
APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

J. GARRETT NEVIL
Chairman
CAROLYN ETHRIDGE
Commissioner
WALTER GIBSON
Commissioner
RAY MOSLEY
Commissioner
ROBERT RUSHING
Commissioner
ANTHONY D. SIMMONS
Commissioner
ROY THOMPSON
Commissioner



BULLOCH COUNTY BOARD OF COMMISSIONERS

THOMAS M. COUCH
County Manager
HARRY STARLING
Chief Financial Officer
JEFF S. AKINS
Chief Legal Counsel
CHRISTY STRICKLAND
Clerk of the Board

August 5, 2014

TO WHOM IT MAY CONCERN:

Pursuant to Section 290-5-14-08 (i) of the Georgia Administrative Code, please be advised that the Bulloch County Board of Commissioners has authorized a permit for the Willow Hill Heritage Festival to be held in Bulloch County on August 30, 2014.

Sincerely,

J. Garrett Nevil
Chairman

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:

MEETING DATE: 08/05/2014

E-911

RESOLUTION ATTACHED?

YES	
NO	X

REQUESTED MOTION OR ITEM TITLE:

SEGARRN Astro 7.14 Software Upgrade

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Motorola contract for SEGARRN radio system. SUA to upgrade our radio software. \$36000.00 contract, we will bill City of Statesboro for \$12,000.00 and Bulloch County BOE for \$12,000.00, leaving the remaining \$12,000.00 for us to pay. The City of Statesboro and Bulloch County Board of Education will pay their portion during this budget year.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT			
PRESENTATION		BUDGETED ITEM?	YES NO	AMENDMENT REQUIRED?	YES NO
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:			
CONSENT	X				
NEW BUSINESS					
OLD BUSINESS					
OTHER					

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input checked="" type="checkbox"/>	YES		YES		YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL	<i>Kelly Band</i>	INITIAL		INITIAL		INITIAL	<i>CS</i>	INITIAL	<i>Op</i>	INITIAL	<i>CS</i>
DATE	8-1-2014	DATE		DATE		DATE	8.1.2014	DATE	8/1/14	DATE	8.01.2014

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		
OTHER		
NOTES		

Bulloch County is part of the SEGARRN Regional Radio System. In 2007 Bulloch County received a 1.2 million dollar grant to become part of the SEAGRRN Regional Radio System. At this time the system is 7 versions behind in software updates. This agenda item is to bring the system software up to date, taking us from ASTRO 7.7 to ASTRO 7.14.

The cost of the upgrade is split between the 6 counties that are the users of the radio system. We have the least amount of radios and we pay the smallest for our portion of the upgrade.

Our portion of the upgrade is \$36,000.00 and it will be split evenly between Bulloch County, City of Statesboro and Bulloch County Board of Education, each paying \$12,000.00. We will bill the City of Statesboro and the Board of Education in this budget year.

After this upgrade, we will not be billed again for software until 2016 and it will be much less. At that time we will pay for the software upgrades yearly.

In 2017 our 800 MHz system support will start to be phased out, causing us to migrate to the SEAGRRN system for all radio communications. The SEGARRN system will be the system we will continue to use indefinitely.

SUA Agreement

Motorola Solutions, Inc. ("Motorola") and Bulloch County, GA ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System Upgrade Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows.

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Software License Agreement
Exhibit B	SUA Statement of Work
Exhibit C	Pricing and Payment
Exhibit D	Software Maintenance Agreement

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

2.2. "Effective Date" means that date upon which the last Party executes this Agreement, subject to the condition precedent in Section 4.6 below.

2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.6. "Non-Motorola Software" means Software that another party owns.

2.7. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.8. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment, and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.9 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.10 "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in this Agreement.

Section 4 SCOPE OF SERVICES AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or Services to be provided by Motorola, if the substitute meets or exceeds the specifications described in Exhibit B and D, and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4.3 MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.4. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.5. INTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for one (1) year for the SUAll upgrade and two (2) years for the Software Maintenance Agreement support services. This Agreement is contingent upon the execution of the same or similar agreements between Motorola and the following counties: Bryan County, Effingham County, Liberty County and Savannah - Chatham County. The term of this Agreement begins on the last date that all these counties execute their agreements (the "Effective Date").

Section 5 EXCLUDED SERVICES

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium. The SUA Statement of Work also includes various exclusions and limitations on the services.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. The Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software, and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 8 WARRANTY

8.1 **SERVICE WARRANTY.** Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2 EQUIPMENT WARRANTY. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

8.3 MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B.

8.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT/TERMINATION

9.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

9.2 If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations

previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 10 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or Services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 11 EXCLUSIVE TERMS AND CONDITIONS

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 12 CONFIDENTIALITY

12.1 Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

12.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written

notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

12.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

12.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 13 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

15.2 NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.4 LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.5 CONFIDENTIALITY. All communications pursuant to subsections 14.2 and 14.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 16 GENERAL

16.1 TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2 ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre, Legal & Government Affairs
1303 E. Algonquin Road, IL01, 8th Floor
Schaumburg, IL 60196

Customer
Attn: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations or those of any other federal, state, or local government agency, required for the installation, maintenance, or operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.2 (Disclaimer of Implied Warranties); Section 10 (Limitation of Liability); and Section 12 (Confidentiality); Section 13 (Preservation of Motorola Proprietary Right; Section 15 (Disputes); and all of the General provisions in Section 16.

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

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Bulloch County, GA ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses

governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related

Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:		MEETING DATE: August 5 th , 2014					
Bulloch County Emergency Medical Service		RESOLUTION ATTACHED?	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td>X</td> </tr> </table>	YES		NO	X
YES							
NO	X						

REQUESTED MOTION OR ITEM TITLE:

Request for approval of purchase of (4) Zoll X monitor/defibrillators.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:
ATTACH DETAILED ANALYSIS, IF NEEDED:**

Vendors were asked to demonstrate the monitors and transmit to East GA Regional Hospital utilizing the internet in all BCEMS trucks. Each vendor successfully transmitted to EGRMC. Vendors were asked to submit a final offer. Zoll is the low offer and is recommended for purchase.

Zoll : \$ 105,737.20
Physio Control: \$ 106,304.60

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION		BUDGETED ITEM?	YES		AMENDMENT REQUIRED?	YES	
			NO	X		NO	X
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:					
CONSENT	X	Zoll's final offer is attached.					
NEW BUSINESS		<i>This will be financed with SPLOST '13 GO Bonds</i>					
OLD BUSINESS							
OTHER							

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	X	YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL	<i>DeW</i>	INITIAL		INITIAL		INITIAL	<i>CAS</i>	INITIAL	<i>g/c</i>	INITIAL	<i>W</i>
DATE	<i>08.01.2014</i>	DATE		DATE		DATE	<i>8.1.14</i>	DATE	<i>8/1/14</i>	DATE	<i>08.01.14</i>

COMMISSION ACTION AND REFERRAL (Box 9)	
APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

August 1, 2014

Bulloch County Board of Commissioners

Agenda Item Summary

Bulloch County EMS would like to propose the following request of purchasing new cardiac monitors. As you are aware these devices are very critical for the service we provide. These new monitors have more capability than the cardiac monitors we have been using over the past seven years. The current Zoll monitors we use are capable of three lead monitoring only. Standard of Care for emergency medical care is 12-lead capability. The new cardiac monitors allow the capability to perform a 12-lead Electrocardiogram with the capability to transmit the EKG to the closest hospital and physician. With that being said this will allow the receiving hospital to prepare the ER, cardiac cath lab, and any other resources needed to prepare for the patient coming in. Every minute counts for these cardiac patients and the benefits of preparedness and medical care they can receive by early activation. The new monitors will help preserve cardiac function and help reduce morbidity and mortality. The 12-lead EKG takes less than five minutes from the time the monitor is powered on, placing the leads on the patient and obtaining the EKG with transmission of test.

Bulloch County EMS has been researching over a year the following two products, the Zoll Medical monitor and Physio Control monitors. We tested both products with different crew members and they compare closely similar. After much consideration and research over the past year, we choose to propose the purchase of the Zoll Medical monitor due to the monitors compare the same, have the same capabilities and the bid is less on the Zoll Medical monitors. Also, the Zoll monitors are less in weight. Bulloch EMS currently uses Zoll monitors and our staff is most comfortable with the Zoll system.

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the property of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth at 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.



GUIDELINES
2010 READY

ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Bulloch County EMS

26 West Grady Street
Statesboro, GA 30459

Attn: **Doug Vickers, Director**

email: dvickers@bullochcounty.net

Tel: 912-687-0374

QUOTATION 163869 V:5

DATE: July 18, 2014

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
6	8700-010001-01	RescueNet 12- Lead- Hospital Enterprise 1 Year Subscription	1		Included	Included
<p>**Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>*Reflects Discount Pricing.</p>						
TOTAL						\$105,737.20

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 30 DAYS.
3. APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Elizabeth Wilson
EMS Territory Manager
770-480-7794



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

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TO: Bulloch County EMS

26 West Grady Street
Statesboro, GA 30459

Attn: **Doug Vickers, Director**

email: dvickers@bullochcounty.net

Tel: 912-687-0374

QUOTATION 163869 V:5

DATE: July 18, 2014

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry				
		SP02 \$1,795				
		• Signal Extraction Technology (SET)				
		• Rainbow SET				
		NIBP Welch Allyn Includes: \$3,495				
		• Smartcuff 10 foot Dual Lumen hose				
		• SureBP Reusable Adult Medium Cuff				
		End Tidal Carbon Dioxide monitoring (ETCO2)				
		Oridion Microstream Technology: \$4,995				
		Order required Microstream tubing sets separately				
		Interpretative 12- Lead ECG: \$8,450				
		• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	4	\$295.00	\$230.10	\$920.40 *
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	4	\$295.00	\$230.10	\$920.40 *
4	8000-0580-01	Six hour rechargeable Smart battery	4	\$495.00	\$386.10	\$1,544.40 *
5	7800-0125	LifePak 10P w/Pacing Trade-In	2		(\$2,500.00)	(\$5,000.00) **

Page 2 Subtotal \$105,737.20

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

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6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
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Elizabeth Wilson
EMS Territory Manager
770-480-7794



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
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(978) 421-9655 Main
(800) 348-9011
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FEDERAL ID#: 04-2711626

TO: Bulloch County EMS

26 West Grady Street
Statesboro, GA 30459

Attn: **Doug Vickers, Director**

email: dvickers@bullochcounty.net

Tel: 912-687-0374

QUOTATION 163869 V:5

DATE: July 18, 2014

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	<p>X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • One (1)-year EMS warranty <p>Advanced Options:</p> <p>Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> • See - Thru CPR artifact filtering <p>ZOLL Noninvasive Pacing Technology: \$2,550</p>	4	\$37,275.00	\$26,838.00	\$107,352.00 *

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Page 1 Subtotal \$107,352.00

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Elizabeth Wilson
EMS Territory Manager
770-480-7794



269 Mill Rd
Chelmsford, MA 01824
(800) 242-9150
www.zoll.com

June 18, 2014

Faye Bragg
Purchasing Manager
115 N Main St
Statesboro, GA 30458

Mrs. Bragg:

Please accept this quote as Zoll Medical's proposal for 4 X Series and requested accessories for Bulloch County EMS. Please feel free to contact me if you have any questions regarding the proposal.

Sincerely,

A handwritten signature in black ink that reads "Elizabeth Wilson".

Elizabeth Wilson
Zoll Medical EMS
Georgia Territory Manager
770-480-7794 cell

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) August 5, 2014		
Human Resources/Legal	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Amendment # 326-2014-01 to the Employee Health Care Plan

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

The attached amendment to the Employee Health Care Plan removes any pre-existing condition exclusions effective July 1, 2014 as required by the Patient Protection and Affordable Care Act. In order to facilitate processing of claims incurred on and after July 1, 2014, it was necessary to proceed with execution of the amendment, subject to approval by the Board of Commissioners. Approval is recommended.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	X						
NEW BUSINESS (6d)							
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	X	YES		YES		YES	X	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL	amr	INITIAL		INITIAL		INITIAL	ajs	INITIAL	g/a	INITIAL	me
DATE	8.1.14	DATE		DATE		DATE	8.1.14	DATE	8/1/14	DATE	08.01.14

COMMISSION ACTION AND REFERRAL (Box 9)	
APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

**AMENDMENT to
Bulloch County Board of Commissioners
Employee Health Care Plan
Amendment # 326-2014-01**

This Employee Health Care Plan believes this plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator at 912-764-6245. You may also contact the U.S. Department of Health and Human Services at www.healthreform.gov. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

The Bulloch County Board of Commissioners Employee Health Care Plan (hereinafter “Plan”) is hereby amended as follows, effective as of July 1, 2014.

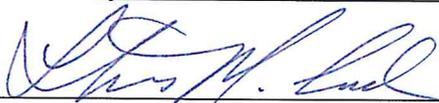
In accordance with the requirements of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, the Plan will no longer exclude coverage of pre-existing conditions and will remove the annual dollar maximum on benefits. Accordingly, the Plan’s Plan Document and Summary Plan Description (hereinafter referred to as “Document”) are revised as follows.

References to Pre-Existing Condition Limits or Pre-Existing Condition Exclusions that apply to treatment or services incurred on or after July 1, 2014, are removed from any part of the Document in which they appear.

In the Schedule of Benefits, the Annual Dollar Limits on Plan Benefits Per Calendar Year, is deleted.

This Amendment has been executed this 22nd day of July, 2014.

Bulloch County Board of Commissioners

By: 

Title: County Manager

Print Name: Thomas M. Couch

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1) Correctional Institute (BCCI)/Legal	MEETING DATE (Box 2) August 5, 2014		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approval of Inmate Telephone Services Agreement with Inmate Calling Solutions, LLC

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

Vendors who provide inmate telephone services at correctional facilities typically charge the inmates for phone calls and agree to pay the correctional facility a percentage of the gross revenues generated. The agreement for inmate telephone services at BCCI with the current vendor recently expired. BCCI solicited proposals from several vendors for this service. The most favorable proposal appears to be from Inmate Calling Solutions, LLC, who offers to pay a commission of 73% of gross revenues and a technology signing bonus of \$10,000.00. (The current vendor offered 38% commission with no signing bonus, and another vendor offered 53% commission with a \$2,000.00 signing bonus.) Approval of the attached agreement with Inmate Calling Solutions, LLC is recommended.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)			
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	AMENDMENT REQUIRED? (7b)	YES
			NO		NO
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)			
CONSENT (6c)	X				
NEW BUSINESS (6d)					
OLD BUSINESS (6e)					
OTHER (6f)					

APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	CS	INITIAL	JK	INITIAL	JK
DATE		DATE		DATE		DATE	8.1.2014	DATE	8/1/14	DATE	8.21.2014

COMMISSION ACTION AND REFERRAL (Box 9)	
APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Bulloch County, Georgia** (the "County") having its principal address as set forth on Exhibit A, attached hereto.

- 1. Term of Contract.** This Agreement shall commence upon the date inmates within the County's control begin placing telephone calls from the Equipment, which has been estimated to be September 30, 2014 (the "Cutover Date") based on this Agreement being fully executed not less than 45 days prior to such date and shall remain in force and effect for one (1) year from the Cutover Date. This Agreement shall renew for up to four (4) additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason at all with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
- 2. Equipment.** This Agreement applies to the provision of Equipment by ICS within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets and computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
- 3. Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
- 4. Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
- 5. Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
- 6. Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such

Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

County agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff governed by a regulatory body having jurisdiction over the public communications contemplated herein. In addition, Commission rates are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the cutover date and having access to telephones materially consistent with industry practice. Any material change to Commissions shall be evidenced by a written amendment to this Agreement, signed by both parties.

7. County shall:

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. Law and Venue. The domestic law of the State of Georgia shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Bulloch County of Georgia.

9. Notices. Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third party claims.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL,

SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INTIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the

Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction. The obligations herein are further subject to the requirements of Georgia's Open Records Act (the "Act"), codified at O.C.G.A. § 50-18-70 et seq., and neither party shall incur any liability for any disclosure of information or documents in a good-faith effort to comply with the Act.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the Enforcer[®] software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.
24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
25. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
 - a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC

Bulloch County, Georgia

(Signature)

(Signature)

Brendan Philbin
(Printed Name)

Thomas Couch
(Printed Name)

Vice President
(Title)

County Manager/Chief Administrative Officer
(Title)

(Date)

(Date)

Exhibit A – County Addresses

Principle Business Address (used for all notices hereunder):

Bulloch County Prison
17301 US Hwy 301 North
Statesboro, GA 30458

Service Locations:

<u>Location Name</u>	<u>Address</u>
Bulloch County Prison	17301 US Hwy 301 North Statesboro, GA 30458

Equipment to be shipped to:

Bulloch County Prison
17301 US Hwy 301 North
Statesboro, GA 30458

Commissions to be paid to:

Bulloch County
17301 US Hwy 301 North
Statesboro, GA 30458
ATT: Warden Chris Hill

(See Exhibit D for special instructions)

Exhibit B – Equipment

System installation shall include the following:

- Centralized ENFORCER® inmate calling platform – housed in our San Antonio data center and backed up at the Keefe data center in St. Louis
- 14 stainless steel inmate phones
- 1 TDD/TTY device
- 1 iPad device
- The Attendant automated information line
- The Communicator paperless inmate communications portal
- Inbound inmate voicemail will be priced at \$1.00 per message, with a 50/50 revenue share paid to County
- Integration with County’s commissary system to support cardless Debit calling

Exhibit C – Call Rates

The following rates apply from all Service Locations:

Collect, Debit and PrePaid Calling Rates		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.18
Intrastate/IntraLATA	\$0.00	\$0.18
Intrastate/InterLATA	\$0.00	\$0.18
Interstate	\$0.00	\$0.18
International (Debit only)	\$0.00	\$0.50

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Exhibit D – Commissions

ICS shall pay to County a Commission of 73% of the gross revenue for all call types generated from County's Service Locations.

A \$10,000 Technology Signing Bonus

Note: Except as otherwise directed in writing by County, Commissions shall be made payable to County and shall be sent to the address so designated on Exhibit A to this Agreement.

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:	MEETING DATE August 5, 2014		
Administration: Clerk of the Board	RESOLUTION ATTACHED?	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE:

To reappoint Bubba Hunt and Steven Sanders to the Recreation Advisory Council

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Mr. Hunt and Mr. Sanders terms have expired. They are both willing/eligible to serve another term. The terms are good for four (4) years.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION		BUDGETED ITEM?	YES	N	AMENDMENT REQUIRED?	YES	
			NO			NO	X
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:					
CONSENT	X						
NEW BUSINESS							
OLD BUSINESS							
OTHER							

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CAS		INITIAL	<i>J/L</i>	INITIAL	<i>[Signature]</i>
DATE		DATE		DATE		DATE 07.17.2014		DATE 8/1/14		DATE 8.1.14	

COMMISSION ACTION AND REFERRAL (Box 9)	
APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:

MEETING DATE: 08.05.2014

Fire

RESOLUTION ATTACHED?

YES

NO

REQUESTED MOTION OR ITEM TITLE:

To approve a bid with American Safety & Fire House for eight (8) air-paks and eight (8) face pieces in the amount of \$35,600.00.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Lowest Bidder met specs and staff recommends approval.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT			
PRESENTATION		BUDGETED ITEM?	YES <input checked="" type="checkbox"/>	AMENDMENT REQUIRED?	YES
			NO		NO <input checked="" type="checkbox"/>
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:			
CONSENT	X	<p><i>Proceeds from SPLOST, budgeted for FY '14 to fully equip the five trucks</i></p>			
NEW BUSINESS					
OLD BUSINESS					
OTHER					

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES		YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL	CI	INITIAL	JB	INITIAL		INITIAL	LAJ	INITIAL	Jsa	INITIAL	
DATE	8-1-14	DATE	8-1-14	DATE		DATE	8.01.2014	DATE	8/1/14	DATE	08.01.14

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

M E M O R A N D U M

Date: July 21, 2014
To: Tom Couch
From: Faye Bragg
Subject: Bid Opening for Air-Paks and Face Pieces

Sealed bids were opened in the Library/Conference Room at 115 North Main Street on Friday, July 18, 2014, at 3:00 pm for eight (8) air-paks 75 SCBA and eight (8) face pieces for the Bulloch County Fire Department.

Three (3) bids were e-mailed on July 2, 2014, as well as being posted on the County's website. One (1) bid was e-mailed as requested during solicitation.

Two (2) bids were received:

Vendor	Total Bid Price	Vendor Declaration & Non-Collusion Affidavit
American Safety & Fire House	\$35,600.00	Yes
Municipal Emergency Services (MES)	\$36,015.36	Yes

Bid opening attendees: Bob Zamudio (MES), Ted Wynn, Ben Tapley, Harry Starling and Faye Bragg.

Bids were given to Deputy Chief Ben Tapley to take to Fire Chief Christopher Ivey for review.

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:

MEETING DATE: 08.05.2014

Fire

RESOLUTION ATTACHED?

YES

NO

REQUESTED MOTION OR ITEM TITLE:

To approve a bid with Municipal Emergency Services (MES) for new structural firefighting gear in the amount of \$28,932.96.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Lowest Bidder met specs and staff recommends approval.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION		BUDGETED ITEM?	YES	<input checked="" type="checkbox"/>	AMENDMENT REQUIRED?	YES	
			NO			NO	
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED: <i>This will come from SPOST proceeds budgeting in FY '14</i>					
CONSENT	X						
NEW BUSINESS							
OLD BUSINESS							
OTHER							

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES		YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL	CI	INITIAL	AB	INITIAL		INITIAL	CHS	INITIAL	Q/h	INITIAL	
DATE	8-1-14	DATE	8-1-14	DATE		DATE	8.01.2014	DATE	8/1/14	DATE	08.01.14

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

MEMORANDUM

Date: July 21, 2014

To: Tom Couch

From: Faye Bragg

Subject: Bid Opening for Structural Fire Fighting Gear

Sealed bids were opened in the Library/Conference Room at 115 North Main Street on Friday, July 18, 2014, at 3:15 pm for structural fire fighting gear for the Bulloch County Fire Department.

Three (3) bids were e-mailed on July 2, 2014, as well as being posted on the County's website. One (1) bid was e-mailed as requested during solicitation.

Two (2) bids were received:

Vendor	Unit Price for One Coat	Unit Price for One Pair of Trousers	Unit Price for One Pair of Boots	Total Bid Price for One Set	Total Bid Price for 21 Sets of Gear	Vendor Declaration & Non-Collusion Affidavit
Municipal Emergency Services (MES)	\$689.59	\$499.17	\$189.00	\$1,377.76	\$28,932.96	Yes
American Safety & Fire House	\$780.00	\$485.00	\$252.00	\$1,517.00	\$31,857.00	Yes

Bid opening attendees: Bob Zamudio (MES), Ted Wynn, Ben Tapley, Harry Starling and Faye Bragg.

Bids were given to Deputy Chief Ben Tapley to take to Fire Chief Christopher Ivey for review.

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:

MEETING DATE: 08.05.2014

Fire

RESOLUTION ATTACHED?

YES	
NO	

REQUESTED MOTION OR ITEM TITLE:

To approve a bid with American Safety & Fire House for sixteen (16) air bottles in the amount of \$11,500.00.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Lowest Bidder met specs and staff recommends approval.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT			
PRESENTATION		BUDGETED ITEM?	YES <input checked="" type="checkbox"/>	AMENDMENT REQUIRED?	YES <input type="checkbox"/>
			NO <input type="checkbox"/>		NO <input type="checkbox"/>
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:			
CONSENT	X	<p><i>Proceeds from SPLST to fully equip and refresh for new fire trucks</i></p>			
NEW BUSINESS					
OLD BUSINESS					
OTHER					

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL	<i>RC-F</i>	INITIAL	<i>JB</i>	INITIAL		INITIAL	<i>CAS</i>	INITIAL	<i>J/ta</i>	INITIAL	<i>o</i>
DATE	<i>8-1-14</i>	DATE	<i>8-1-14</i>	DATE		DATE	<i>8-01-2014</i>	DATE	<i>8/1/14</i>	DATE	<i>08-01-14</i>

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

M E M O R A N D U M

Date: July 21, 2014
To: Tom Couch
From: Faye Bragg
Subject: Bid Opening for Air Bottles for Air-paks

Sealed bids were opened in the Library/Conference Room at 115 North Main Street on Friday, July 18, 2014, at 3:30 pm for sixteen (16) air bottles for the Bulloch County Fire Department.

Three (3) bids were e-mailed on July 2, 2014, as well as being posted on the County's website. One (1) bid was e-mailed as requested during solicitation.

Two (2) bids were received:

Vendor	Total Bid Price	Vendor Declaration & Non-Collusion Affidavit
American Safety & Fire House	\$11,500.00	Yes
Municipal Emergency Services (MES)	\$11,548.48	Yes

Bid opening attendees: Bob Zamudio (MES), Ted Wynn, Ben Tapley, Harry Starling and Faye Bragg.

Bids were given to Deputy Chief Ben Tapley to take to Fire Chief Christopher Ivey for review.

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:	MEETING DATE: 08.05.2014		
Public Safety: Sheriff, Administration: Clerk of the Board	RESOLUTION ATTACHED?		YES
			NO <input checked="" type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE:

To grant an alcoholic beverage license for package retail beer and wine sales to Maneklal Patel (Designee – Paul Uelmen) for Buddy’s located at 10941 US Highway 301 South, Statesboro, Georgia.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

There is no apparent reason to deny the application. Approval is recommended. Application is attached. Criminal history is attached.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION		BUDGETED ITEM?	YES	N	AMENDMENT REQUIRED?	YES	
			NO			NO	X
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:					
CONSENT	X						
NEW BUSINESS							
OLD BUSINESS							
OTHER							

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	CAS	INITIAL	<i>J/14</i>	INITIAL	<i>[Signature]</i>
DATE		DATE		DATE		DATE	07.29.2014	DATE	8/1/14	DATE	08.01.14

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

**BULLOCH COUNTY, GEORGIA
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**

YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY

DATE OF APPLICATION _____ NEW RENEWAL _____

Type of Business to be operated:

_____ Retail beer and wine packaged only	\$1,500.00
_____ Retail beer and wine by the drink (pouring license)	\$1,500.00
_____ Retail liquor by the drink (pouring license)	\$3,000.00
_____ Pouring license (beer, wine, and liquor)	\$4,500.00
_____ Wholesale license	\$1,200.00
_____ Farm Winery	\$2,250.00
_____ Catering License (off premise)	\$ 500.00
_____ Application Fee (<i>due upon returning application</i>)	\$ 250.00
_____ Event Permit	\$ 50.00
_____ License Transfers	\$ 250.00
_____ Temporary Permit (all forms)	\$ 250.00

Total license fee (include the application fee) \$ _____

***Late Penalty ***

All renewal applications received after November 1 and before January 1 - 25% of license fee

All renewal applications received after January 1 - 50% of license fee

Applicant's full name MANEKLAL PATEL

Name of business BUDDY'S

Location of business 10941, US HWY 301 SOUTH, STATESBORO, GA: 30458

Type of business organization (Corporation) limited liability company, partnership, etc.)

YUGH YASH INC

Business mailing address 10941, US HWY 301 S, STATESBORO, GA: 30458 Phone 

Applicant's home address 8741, US HWY 301 S, STATESBORO, GA: 30458 Phone 

Applicant's age 66 YRS Date of birth  Social Security # 

Are you a resident U.S. Citizen?

YES NO _____

Are you a resident of Bulloch County?

YES NO

If "No", then you must designate a resident of Bulloch County who shall be responsible for any matter relating to the license (ie., a "designee"). If you are appointing a designee, provide the following information:

Designee's Name & Home Address PAUL UELMEN 1019, MOSS CREEK CIR STATESBORO, GA: 30461
Designee's Home Phone [REDACTED] Designee's Age 37 YRS
Designee's Date of Birth [REDACTED] Designee's SS# [REDACTED]

Are you the owner of the business?

YES NO

If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement.

If "No", what is your title or interest in the business? _____

List all partners, shareholders, members, or managers of the business below:

MANEK LAL PATEL _____

Attach a copy of your business's Certificate of Existence from the Secretary of State's office.

BE ADVISED THAT ANY PARTNER, SHAREHOLDER, MEMBER OR MANAGER LISTED ABOVE MUST COMPLETE A SEPARATE APPLICATION AND CONSENT FORM FOR A BACKGROUND CHECK AND IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS DONE.

Has the applicant or designee been convicted of any crime(s) in the past 5 years?

YES NO

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, jurisdiction, offense, and circumstances of the arrest/conviction.

Has the applicant or designee EVER been denied an alcoholic beverage license?

YES NO

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the denial.

Has the applicant or designee EVER had an alcoholic beverage license suspended or revoked?
YES _____ NO _____

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the suspension or revocation.

Approved _____ Rejected _____

This _____ day of _____, 20____.

Bulloch County Board of Commissioners

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Christy A. Strickland, Clerk

CONSENT FORM

I, MANEKLAL PATEL, hereby authorize the Bulloch County Sheriff's Department to release information on any criminal history record the State of Georgia or the Bulloch County Sheriff's Department might have access to concerning me to the Bulloch County Board of Commissioners and its agents or employees.

I hereby agree that the Bulloch County Sheriff's Department, the Georgia Crime Information Center, the employees of either agency, or any other agency or employees of the county, state or federal government, shall not be responsible or liable for defamation, invasion of privacy, negligence or any other claim in connection with any dissemination of information pursuant to this record check.

FULL NAME: MANEKLAL PATEL
Print or Type

ADDRESS: 8741 US Hwy 301 S, STATESBORO, GA: 30458
Street Address City State Zip Code

SEX: M RACE: ASIAN DATE OF BIRTH: 

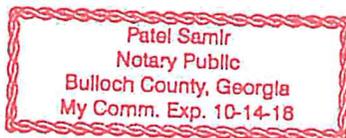
SOCIAL SECURITY NUMBER: 

M. Patel
Signature

7/24/14
Date

Sworn to and subscribed before me this 24th day of July, 2014.

Samir Patel
Notary Public



SWORN STATEMENT OF APPLICANT OR DESIGNEE

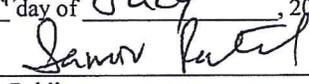
I, MANEKAL PATEL, hereby provide this statement under oath in support of the application of MANEKAL PATEL (name of applicant) for an alcohol license pursuant to the provisions of the Bulloch County Alcohol Ordinance.

1. I am at least twenty-one (21) years of age, of good moral character, and a citizen of the United States.
2. I am a resident of Bulloch County, Georgia, or, if an applicant who is not a resident of Bulloch County, Georgia, I have designated a resident of Bulloch County, Georgia who shall be responsible for any matter relating to the license.
3. I have not been convicted of a felony or of any violations of the laws of the state of Georgia, or any other state, relating to the sale of alcoholic beverages within five (5) years of the date of this application.
4. I have not been denied or had revoked, within the five (5) years next preceding the date of this application, any license to sell alcoholic beverages issued by any governmental entity.
5. I have read the Bulloch County Alcohol Ordinance in its entirety and am familiar with and understand the same, including but not limited to the qualifications, regulations, sales to persons under the age of twenty-one (21), and 50% food requirement for licensees who serve alcohol for on-premises consumption. I understand that the holding of an alcohol license is a mere privilege subject to all the terms and conditions of said Ordinance.
6. By execution of this affidavit and in consideration of the issuance of any license issued as a result of this application, I agree to be bound by every provision of said Ordinance and understand and agree that a violation of any provision of said Ordinance or of any law or regulation of the state of Georgia pertaining to the sale of alcoholic beverages may subject me to suspension or revocation of this license or criminal charges, or both.
7. I swear and affirm that every entry upon my application is true and correct. I understand and acknowledge that false or misleading information contained in my application is grounds for denial of my application or revocation of my license.

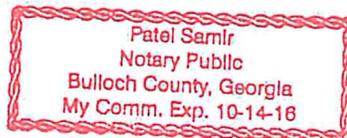


Signature of Applicant or Designee

Sworn to and subscribed before me this
24th day of July, 2014.



Notary Public



O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) ALCOHOL LICENSE [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from Bulloch County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) I am a United States citizen.
- 2) I am a legal permanent resident of the United States.
- 3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

SC DRIVERS LICENSE

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

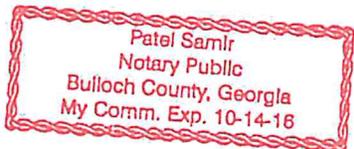
Executed in Statesboro (city), Georgia, (state).

M. Patel
Signature of Applicant

MANEKAL PATEL
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
24th DAY July OF, 2014

Samir Patel
NOTARY PUBLIC
My Commission Expires: 10-14-16



TYPE: mid
LSTCN: 1654054097
GBITCN: 40832772089999
DATE/TIME: 2014-03-24 17: 22: 01
NAME: PATEL, MANEKLEL SHAMBHUBHAI
SID: NoRecord
OTN:
OCA:
IDENT: NO GEORGIA CRIMINAL HISTORY IS AVAILABLE FOR THIS REQUEST

GA0160000
BULLOCH COUNTY
SHERIFF'S OFFICE
17257 HWY 301 N
STATESBORO, GA 30458

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

GA0160000

ICN E2014083000000193357

TCN 20140832772089999-1654054097

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH CONTAINED
THE FOLLOWING DESCRIPTORS:

NAME PATEL, MANEKLEL SHAMBHUBHAI
DATE ARRESTED/FINGERPRINTED 2014/03/24

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	U	[REDACTED]	506	200	BLACK	BLACK

STATE ID	BIRTH PLACE
	INDIA

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS

ALIAS NAME(S)
NONE

TYPE: mfi - FBI Identification Response
LS TCN: 1654054097
GBI TCN: 40832772089999
DATE/TIME: 2014-03-24 17: 24: 35
OCA:
FBI NUMBER: 530640DD3
SID:
NAME: PATEL, MANKELAL
FBI IDENT: Y
FBI RAPSHEET RESPONSE BELOW:

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

GA0160000 ICN E2014083000000193357
TCN 20140832772089999-1654054097

THE ENCLOSED RECORD, DATED 2014/03/24, WITH THE FBI NUMBER 530640DD3 AND IAFIS CONTROL NUMBER (ICN) E2014083000000193357 IS BEING PROVIDED AS THE RESULT OF CIVIL RETURN IDENT TEN-PRINT SUBMISSION.

A CRIMINAL HISTORY REQUEST NOTIFICATION(S) WAS SENT BY THE FBI TO THE FOLLOWING ORGANIZATIONS, EXCEPT FOR THOSE INDICATING THAT THE REFERENCED SUBJECT IS DECEASED.

NORTH CAROLINA - STATE ID/NC1362756A
FBI - FBI/530640DD3

SINCE THIS RESPONSE CONTAINS NATIONAL FINGERPRINT FILE (NFF) REGULATED DATA, THE RESPONSE MAY NOT BE COMPLETE. IF THE RESPONSE IS INCOMPLETE, PLEASE CONTACT THE CRIMINAL JUSTICE INFORMATION SERVICES DIVISION OR THE STATE BUREAU(S) TO REQUEST A COMPLETE RECORD.

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE
 FEDERAL BUREAU OF INVESTIGATION
 CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
 CLARKSBURG, WV 26306

GA0160000

ICN E2014083000000193357

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE
 FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

NAME	FBI NO.	DATE REQUESTED
PATEL, MANKELAL	530640DD3	2014/03/24

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR

M W 1948/06/01 506 195 BRO BLK

BIRTH PLACE
INDIANA

END OF PART 1 - PART 2 TO FOLLOW

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

GA0160000
PART 2

ICN E2014083000000193357

- FBI IDENTIFICATION RECORD - FBI NO-530640DD3
PATTERN CLASS CITIZENSHIP
WU WU WU WU WU WU WU WU WU UNITED STATES
RS

RECORD UPDATED 2014/03/24

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Booking Case Number
Booking Agency      NC0360000 GASTON CO SO - GASTONIA
-----
Court Disposition   (Cycle 001)
Court Case Number   2009CR 053762
Final Disposition Date 2009-05-12
Court Agency        NC036025J GASTON CO DIST COURT - GASTONIA
  Charge Literal    SIMPLE WORTHLESS CHECK
    Statute         (14-107(D)(1) NC)
    Severity        Misdemeanor
  Disposition       ( 2009-05-12; Dismissal Without Leave (By DA))
Court Comment       Special Condition: CASE RESOLVED THROUGH
                    MEDIATION
***** INDEX OF AGENCIES *****
Agency             GASTON CO SO - GASTONIA; NC0360000;
-----
Agency             GASTON CO DIST COURT - GASTONIA; NC036025J;
* * * END OF RECORD

```

ALL ARREST ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

HDR/2L01346908561

ATN/E201408300000019335734690857

***** CRIMINAL HISTORY RECORD *****
***** Introduction *****

This rap sheet was produced in response to the following request:

Subject Name(s) PATEL, MANKELAL
FBI Number 530640DD3
State Id Number NC1362756A (NC)
Request Id UNKNOWN
Purpose Code I
Attention E201408300000019335734690857

The information in this rap sheet is subject to the following caveats:
BASED ONLY ON SID NUMBER (NC)

THIS CRIMINAL HISTORY IS FOR A SINGLE STATE RECORD. (NC)
THIS CRIMINAL HISTORY RECORD INFORMATION ON THE ABOVE-NAMED INDIVIDUAL IS A CERTIFIED COPY SUBSTANTIATED BY FINGERPRINTS, AS IT APPEARS IN THE SBI/DCI FILES. STATE/FEDERAL REGULATIONS REQUIRE A ONE-YEAR RECORD OF DISSEMINATION. * * * CAUTION * * * CHANGES TO THIS RECORD MAY OCCUR AT ANY TIME AND A NEW INQUIRY SHOULD BE MADE FOR SUBSEQUENT USE. THIS RECORD MUST NOT BE USED AFTER 2014-06-22 (NC)

***** IDENTIFICATION *****

Subject Name(s) PATEL, MANKELAL
Subject Description
FBI Number 530640DD3
State Id Number NC1362756A (NC)
Social Security Number [REDACTED]

Sex Male
Race White
Height 5'06"
Weight 195
Date of Birth [REDACTED]
Hair Color Black
Eye Color Brown
Place of Birth Indiana

***** CRIMINAL HISTORY *****

==== Cycle 001 =====

Tracking Number 01
Earliest Event Date 2009-04-13 Incident Date 2008-08-08

Arrest Date 2009-04-13
Arresting Agency NC0360000 GASTON CO SO - GASTONIA
Subject's Name PATEL, MANKELAL
Offender Id Number WP5970F
Charge 01
Charge Literal WORTHLESS CHECK, SIMPLE
Statute (14-107 NC)
Severity Misdemeanor

BULLOCH COUNTY, GEORGIA
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY

DATE OF APPLICATION _____ NEW RENEWAL _____

Type of Business to be operated:

_____ Retail beer and wine packaged only	\$1,500.00
_____ Retail beer and wine by the drink (pouring license)	\$1,500.00
_____ Retail liquor by the drink (pouring license)	\$3,000.00
_____ Pouring license (beer, wine, and liquor)	\$4,500.00
_____ Wholesale license	\$1,200.00
_____ Farm Winery	\$2,250.00
_____ Catering License (off premise)	\$ 500.00
_____ Application Fee (<u>due upon returning application</u>)	\$ 250.00
_____ Event Permit	\$ 50.00
_____ License Transfers	\$ 250.00
_____ Temporary Permit (all forms)	\$ 250.00

Total license fee (include the application fee) \$ _____

***Late Penalty ***

All renewal applications received after November 1 and before January 1 - 25% of license fee

All renewal applications received after January 1 - 50% of license fee

Applicant's full name PAUL URMEN

Name of business BUDDY'S

Location of business 10941, US HWY 301 SOUTH, STATESBORO, GA 30458

Type of business organization (~~Corporation~~ limited liability company, partnership, etc.)

YUGH YASH INC

Business mailing address 10941, US HWY 301 S, STATESBORO, GA 30458 Phone 

Applicant's home address 1019, MOSS CREEK CIR, STATESBORO, GA 30461 Phone 

Applicant's age 37 YRS Date of birth  Social Security # 

Are you a resident U.S. Citizen?

YES NO _____

Has the applicant or designee EVER had an alcoholic beverage license suspended or revoked?
YES _____ NO _____

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the suspension or revocation.

Approved _____ Rejected _____

This _____ day of _____, 20____.

Bulloch County Board of Commissioners

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Christy A. Strickland, Clerk

Are you a resident of Bulloch County?

YES NO

If "No", then you must designate a resident of Bulloch County who shall be responsible for any matter relating to the license (ie., a "designee"). If you are appointing a designee, provide the following information:

Designee's Name & Home Address _____

Designee's Home Phone _____ Designee's Age _____

Designee's Date of Birth _____ Designee's SS# _____

Are you the owner of the business?

YES NO

If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement.

If "No", what is your title or interest in the business? _____

List all partners, shareholders, members, or managers of the business below:

_____	_____
_____	_____
_____	_____
_____	_____

Attach a copy of your business's Certificate of Existence from the Secretary of State's office.

BE ADVISED THAT ANY PARTNER, SHAREHOLDER, MEMBER OR MANAGER LISTED ABOVE MUST COMPLETE A SEPARATE APPLICATION AND CONSENT FORM FOR A BACKGROUND CHECK AND IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS DONE.

Has the applicant or designee been convicted of any crime(s) in the past 5 years?

YES NO

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, jurisdiction, offense, and circumstances of the arrest/conviction.

Has the applicant or designee EVER been denied an alcoholic beverage license?

YES NO

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the denial.

CONSENT FORM

I, PAUL UELMEN, hereby authorize the Bulloch County Sheriff's Department to release information on any criminal history record the State of Georgia or the Bulloch County Sheriff's Department might have access to concerning me to the Bulloch County Board of Commissioners and its agents or employees.

I hereby agree that the Bulloch County Sheriff's Department, the Georgia Crime Information Center, the employees of either agency, or any other agency or employees of the county, state or federal government, shall not be responsible or liable for defamation, invasion of privacy, negligence or any other claim in connection with any dissemination of information pursuant to this record check.

FULL NAME: PAUL UELMEN
Print or Type

ADDRESS: 1019, MOSS CREEK CIR, STATESBORO, GA. 30461
Street Address City State Zip Code

SEX: M RACE: WHITE DATE OF BIRTH: 

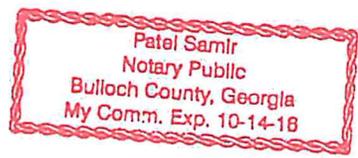
SOCIAL SECURITY NUMBER: 

Paul Uelman
Signature

7/25/14
Date

Sworn to and subscribed before me this 25TH day of July, 2014.

James Patel
Notary Public



SWORN STATEMENT OF APPLICANT OR DESIGNEE

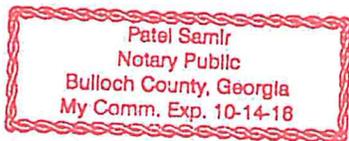
I, PAUL UELMEN, hereby provide this statement under oath in support of the application of PAUL UELMEN (name of applicant) for an alcohol license pursuant to the provisions of the Bulloch County Alcohol Ordinance.

1. I am at least twenty-one (21) years of age, of good moral character, and a citizen of the United States.
2. I am a resident of Bulloch County, Georgia, or, if an applicant who is not a resident of Bulloch County, Georgia, I have designated a resident of Bulloch County, Georgia who shall be responsible for any matter relating to the license.
3. I have not been convicted of a felony or of any violations of the laws of the state of Georgia, or any other state, relating to the sale of alcoholic beverages within five (5) years of the date of this application.
4. I have not been denied or had revoked, within the five (5) years next preceding the date of this application, any license to sell alcoholic beverages issued by any governmental entity.
5. I have read the Bulloch County Alcohol Ordinance in its entirety and am familiar with and understand the same, including but not limited to the qualifications, regulations, sales to persons under the age of twenty-one (21), and 50% food requirement for licensees who serve alcohol for on-premises consumption. I understand that the holding of an alcohol license is a mere privilege subject to all the terms and conditions of said Ordinance.
6. By execution of this affidavit and in consideration of the issuance of any license issued as a result of this application, I agree to be bound by every provision of said Ordinance and understand and agree that a violation of any provision of said Ordinance or of any law or regulation of the state of Georgia pertaining to the sale of alcoholic beverages may subject me to suspension or revocation of this license or criminal charges, or both.
7. I swear and affirm that every entry upon my application is true and correct. I understand and acknowledge that false or misleading information contained in my application is grounds for denial of my application or revocation of my license.

Paul Uelman
Signature of Applicant or Designee

Sworn to and subscribed before me this 25th day of July, 2014.

Samir Patel
Notary Public



O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) ALCOHOL LICENSE [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from Bulloch County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) I am a United States citizen.
- 2) I am a legal permanent resident of the United States.
- 3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

GA DRIVERS LICENSE

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Statesboro (city), Georgia (state).

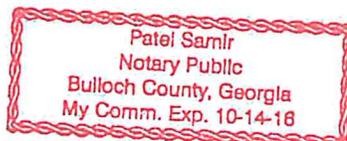
Paul Wilson
Signature of Applicant

PAUL WILSON
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
25TH DAY July OF, 20 14

Samir Patel

NOTARY PUBLIC
My Commission Expires: 10-14-16



• Other



ALEN-08369723 GA-CCH 20140421 09:25:58 20140421 09:25:57 04F33B9C2C

Georgia Crime Information Center
3121 Panthersville Road
Decatur, GA 30037
(404) 244-2639

***** CRIMINAL HISTORY RECORD *****

Produced on 2014-04-21

***** Introduction *****

This rap sheet was produced in response to the following request:

FBI Number 275311JB3
State Id Number GA2557498K (GA)
ARN ALR BUDDYS TRUCK STO
Purpose Code E
Attention NEVILS/KCM

The information in this rap sheet is subject to the following caveats:

**THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2014-04-21
(GA; 2007-08-11)

Important! Criminal history record information is obtained one of two ways: 1) by conducting an inquiry using personal identifiers such as name and date of birth (name search), or 2) by submitting fingerprint cards to the Georgia Crime Information Center (GCIC). When conducting a name search for criminal history record information, there is a possibility that the information returned belongs to a different person with the same, or similar, identifiers. In this case, a positive match of the person whose criminal history record is sought requires submission of fingerprint cards to GCIC. When conducting a fingerprint search for criminal history record information, the information returned does, in fact, belong to the individual. In this case, conducting a name search using the individual's personal identifiers would be the same information. (GA; 2007-08-11)

When the information contained in a criminal history report causes an

adverse employment or licensing decision the individual, business or agency making the decision must inform the applicant of all information pertinent to the decision. The disclosure must include information that a criminal history record check was conducted, the specific contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision is a misdemeanor offense under Georgia law. Additionally, any unauthorized dissemination of this record or information herein also violates Georgia law. The plea of nolo contendere may be considered a conviction for some purposes: however, except as otherwise provided by law, it shall not be used against the defendant in any other court as a conviction or admission of guilt or for the purpose of effecting any civil disqualification of the defendant to hold public office, to vote, to serve upon any jury, or any other civil disqualification imposed upon a person convicted of any offense under the laws of this state. (GA; 2007-08-11)

In the event that identifiers are not clearly associated to a specific cycle, the information is most likely non-fingerprint based information received from the Department of Corrections at the time of release from incarceration. (GA; 2007-08-11)

***** IDENTIFICATION *****

Subject Name(s)

UELMEN, PAUL DOUGLAS (2007-08-08)

Subject Description

FBI Number State Id Number
275311JB3 GA2557498K

Social Security Number
[REDACTED] (2007-08-08)

Sex Race

Male (1998-09-15) White (1998-09-15)

Height Weight Date of Birth

5"08" (1998-09-15) 140 (1998-09-15) 1977-06-18 (2007-08-08)

Hair Color Eye Color

Brown (1998-09-15) Hazel (1998-09-15)

Place of Birth
WISCONSIN (1998-09-15)

Ill Record SSO

***** CRIMINAL HISTORY *****

=====
OTN 00072329633 (Cycle 1 of 1) =====
Offender Tracking Number (OTN) 00072329633
Earliest Event Date 1998-09-15
Judicial SRF 75190626

Court Disposition (Cycle 1)
Case Number
Court Agency GA016033J
Subject's Name UELMEN, PAUL DOUGLAS

Charge
Charge Tracking Number 00072329633-2
Charge Literal TRAFFIC/MOTOR VEHICLE OFFENSE
Charge Description RECK DRIV C/F DUI
Statute NOT FOUND; GA
State Offense Code 5499
Severity Unknown
Disposition GUILTY (CONVICTED / ADJUDICATED) (2000-01-24;
Convicted)

Sentencing (Cycle 1)
Case Number
Sentence Date 2000-01-24
Sentencing Agency GA016033J BULLOCH COUNTY STATE COURT

Charge
Charge Tracking Number 00072329633-2
Sentence COMMUNITY SERVICE
FINE \$500
SCHOOL (MAY INCLUDE OBTAINING GED)

***** INDEX OF AGENCIES *****

Agency BULLOCH COUNTY STATE COURT; GA016033J;
JUDGE

Address
PO BOX 1866
STATESBORO, GA 304590000

*** END OF RECORD ***

