



City of Holly Springs

Date: Monday, October 5, 2020

Location: 3235 Holly Springs Parkway

City Council Work Session Agenda 7:00 p.m., Council Chambers

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

“Veterans of U.S. military services may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007.”

III. INVOCATION

IV. PUBLIC COMMENT

V. NEW BUSINESS

- A. Discuss a resolution authorizing the preparation and submission of a Georgia Outdoor Stewardship Program Grant pre-application for the City of Holly Springs
Presented By: Nancy Moon, Community Development Director
- B. Discuss Master Services Agreement No. 60922 between MCCi and the City of Holly Springs, Georgia
Presented By: Ron Carter, Information Technology Manager/Facilities Manager
- C. Discuss a resolution to amend the Municipal Services Master Fee Schedule
Presented By: Robert H. Logan, City Manager
- D. Discuss an Intergovernmental Agreement for the 2021 Holly Springs Resurfacing Project between Cherokee County, Georgia and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- E. Discuss a draft Fire & Emergency Services Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

- F. Discuss a resolution to remove Jeremy Smith from and add Councilman Jeff Wilbur to South State Bank signature cards

Presented By: Robert H. Logan, City Manager

VI. REPORTS

VII. ADJOURNMENT

City Council Special Called Meeting
Agenda
Immediately following the Work Session

I. CALL TO ORDER

II. NEW BUSINESS

1. Approve/deny a resolution authorizing the preparation and submission of a Georgia Outdoor Stewardship Program Grant pre-application for the City of Holly Springs

III. ADJOURNMENT

EXECUTIVE SESSION IMMEDIATELY FOLLOWING

- Litigation
- Personnel

**A RESOLUTION AUTHORIZING THE PREPARATION AND SUBMISSION
OF A GEORGIA OUTDOOR STEWARDSHIP PROGRAM GRANT PRE-
APPLICATION FOR THE CITY OF HOLLY SPRINGS, GEORGIA**

WHEREAS, the City of Holly Spring has adopted a trail concept plan, and has added City trails and sidewalks to provide connectivity for the City and surrounding areas; and

WHEREAS, the addition of connectivity and new trails meets the goals of the City's Comprehensive Plan 2018-2038 and Short Term Work Program, as approved by City Council; and

WHEREAS, when complete, the City's trail system will provide ADA accessible, pedestrian and bicycle infrastructure for use by residents and visitors.

NOW, THEREFORE, BE IT RESOLVED by the Holly Springs City Council that this governing body voices its support and agrees to submit a pre-application for funding from the Georgia Outdoor Stewardship Program (GOSP); and

BE IT FURTHER RESOLVED that the Holly Springs City Council agrees that in the event the pre-application is recommended for funding by the Department of Natural Resources, the Holly Springs City Council certifies and assures that it has the ability and intention to finance all project elements that will be submitted for reimbursement, as well as the project match as submitted, and will move forward with due diligence to prepare, or have prepared, appropriate documentation required for a second-level GOSP application.

IT IS HEREBY FURTHER RESOLVED, by the Mayor and City Council that if selected as a recipient of grant funds through the Georgia Recreational Trails Program, the City of Holly Springs commits to executing the grant award and completing the project put forth, in accordance with the rules and requirements established by the State of Georgia and the federal government.

This Resolution is adopted this 5th day of October, 2020.

By _____
Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk

MASTER SERVICES AGREEMENT NO. 60922

This Master Services Agreement No. 60922 ("**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, and its Affiliates with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. It is agreed that Client's Affiliates shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached herein or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client (each, and as modified in writing by the Parties, an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (the "**Deliverables**"), and the acceptance criteria for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (collectively, "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have agreed in writing to change the terms of an applicable Order, or to execute a new Order, as appropriate.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses quoted. Unless otherwise specified, Client will also reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, MCCi will follow Client's expense policy, to the best of its ability. If a dispute occurs regarding MCCi's billing of Order Expenses in

conformity with Client's expense policy and greater than five percent (5%) of a specific bill, such dispute will be subject to investigation and correction; otherwise Client agrees to reimburse MCCi for the full amount of expenses billed. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc., in the event that i) Client cancels or reschedules the event, after MCCi has made these arrangements; or ii) If Client site/team is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. In the event that MCCi is reselling a license and/or subscription to a third-party product to Client with at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. To the extent that Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefore, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth, and understands and accepts that any pricing defined in an Order does not include such taxes.

All recurring software maintenance support, subscriptions, and/or other service packages ("**Recurring Services**") will automatically renew and be billed unless Client has terminated the Agreement per Section 4 below or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for a one (1) year period and will renew automatically for

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one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after one Party notifies the other in writing that they are in breach or default of this Agreement, unless the negligent Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period.

In all events, Client shall be liable for full payment for Services and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or puts on hold an Order between completed milestones, MCCi will invoice Client for a pro-rated share of the uncompleted milestone(s) for Services performed through the date of such termination or delay.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition of, or correction of any hardware or software problems that would affect the performance of Services; and (iv) any other items set forth in each Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel are or shall be deemed to be employees of Client but rather as independent contractors. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the employment of such personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will also not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi affirms to Client that these resources will adhere to and are subject to the same representations made by MCCi throughout this Agreement.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party shall be deemed to be a legal representative of the other nor has any authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

Each Party agrees not to directly or indirectly solicit, offer employment to, or accept any services outside of this Agreement from any employee or independent contractor of the other Party who provided services for the non-soliciting Party within the previous twelve (12) months, during the term of this Agreement, and for twelve (12) months thereafter. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment at such Party (including its affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its affiliates) regarding employment opportunities. The current employing Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, other Party agrees to pay a placement fee equal to fifty percent (50%) of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential

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Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the Services provided under this Agreement. The Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, title to all materials, products and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to or owned by Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 8. Unless otherwise requested by Client, upon the completion of the

Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall immediately turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information (as hereinafter defined) of Client conveyed to MCCi. To the extent that any portion of the Deliverables includes information or material that falls within the exceptions to property of Client described in Subsection (iii) above, MCCi shall be deemed to have granted Client a paid up, world-wide, non-exclusive license to use any such information or material imbedded in the Deliverables for its internal business needs and a non-exclusive license to make copies thereof for use only in its and its affiliates' facilities, subject to third party license agreements, if any. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to **"Personal Information"** (as defined by the State Data Protection Laws and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only with (i) MCCi Personnel, (ii) any third party service providers that has agreed to safeguard Personal Data in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Data when necessary to protect its rights and property, to enforce its terms of

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use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of discovering such Security Breach.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon specifications, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCi does not warrant that the Services or Deliverables will be uninterrupted or error-free, provided that MCCi shall remain obligated pursuant to this Section 11. If the Services fail to conform to the foregoing warranty in any material respect, Client's initial remedy will be for MCCi, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Client's remedies, and MCCi's entire liability, as a result of such failure, shall be subject to the limitations set forth in Section 12 below. The foregoing warranty is expressly conditioned upon (i) Client providing MCCi with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with MCCi in all reasonable respects relating thereto, including, in the case of modified software, assisting MCCi to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than MCCi. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. MCCi also

does not warrant any third-party products procured on behalf of Client, and if there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then standard billing rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable international, federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations and laws governing payments to and relationships with healthcare professionals, including 42 U.S.C. §1320a-7b(b); (ii) federal Food and Drug Administration laws, regulations and guidance, including the federal Food, Drug and Cosmetic Act and the Prescription Drug Marketing Act, (iii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iv) the Foreign Corrupt Practices Act of 1977, and the UK Bribery Act, the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (v) international, federal and state privacy and data protection laws, including, but not limited to, the relevant European Union directives, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, Chapter 93H of The Massachusetts General Laws and its implementing regulations, 201 CMR 17.00, and Cal. Civ. Code § 1798.80-.84 (collectively, "**State Data Protection Laws**").

12. Indemnification and Limitation of Liability

(a) Mutual Indemnification.

Each Party ("**Indemnifying Party**") shall indemnify, defend and hold the other harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**");

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- For bodily injury or personal property damage arising out of the indemnifying Party's performance within the scope of its responsibilities under this Agreement.
- A breach of such the Indemnifying Party's obligations with respect to confidentiality
- A breach by the Indemnifying Party of applicable laws.
- Caused by negligent acts, omissions or willful misconduct of the Indemnifying Party.

(b) MCCi Indemnification.

MCCi shall defend, indemnify and hold Client harmless against Claims made or brought against Client by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a party other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Client Indemnification.

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third party products.

(d) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability); and (c) at indemnifying Party's cost, all reasonable assistance.

(e) Limitation of Liability.

In no event shall either Party be liable for special, exemplary, incidental, or consequential damages (including, without limitation, lost revenues, profits, savings or business) or loss of records or data, whether or not the possibility of such damages has been disclosed to such Party in advance or could have been reasonably foreseen by such Party, and whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or

otherwise. Except for a Party's indemnification obligations, each Party's maximum aggregate liability for all claims, losses or other liability arising out of, or connected with, this Agreement, the Services contemplated hereunder or Client's use of any such Services or Deliverables, and whether based upon contract, warranty, strict liability, tort (including, without limitation, negligence), or otherwise, shall in no case exceed the aggregate amounts paid to MCCi by Client under the applicable Order, giving rise to such claim during the last six (6) months. Each Party's entire liability and Client's remedies under this Agreement shall be subject to the limitations contained in this Section 12. The limitations on warranty and liability specified in Sections 11 and 12 hereof will survive and apply even if any limited remedy herein is found to have failed of its essential purpose.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Errors and Omissions: \$1,000,000 per occurrence
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

14. Notices

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to MCCi
MCCi, LLC
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115
Attn: Karen Norred

15. Miscellaneous

(a) 3rd Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any 3rd party End User License Agreements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

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(b) Use of Open Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, “**Open Source**” shall mean any software or other Intellectual Property that is distributed or made available as “open source software” or “free software” or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source Materials includes software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar “public” licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi’s help. MCCi is not responsible for any damages caused by Client’s customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client’s software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. “**Force Majeure**” means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(f) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi’s records to verify MCCi’s records to confirm MCCi’s billing to Client is correct.

In addition, should any of Client’s regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(g) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any

requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any Party or entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(h) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(i) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(j) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make every effort to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties’ superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(k) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, “include” and its derivatives (including, “e.g.”) shall be deemed to mean “including but not limited to.” Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(l) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for

MASTER SERVICES AGREEMENT NO. 60922

marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 7 of this Agreement.

(m) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(n) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

MASTER SERVICES AGREEMENT NO. 60922

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCI, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

CITY OF HOLLY SPRINGS ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

3237 HOLLY SPRINGS PARKWAY
HOLLY SPRINGS, GA 30115

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 60922

LASERFICHE CLOUD ORDER

Pursuant to Master Services Agreement No. 60922 ("**Agreement**"):

This Laserfiche Cloud Order, designated as Addendum No. 1 is entered into as of _____, 2020 ("**Addendum Effective Date**") , by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

PRICING: LASERFICHE



Client Name: Holly Springs, GA

Quote Number: 17655

Quote Type: Platform Change

Order Date: September 28, 2020

Product Description:	Qty.	Unit Cost	Total
EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT			
☒ Current System Support Credit			TBD
<i>**The credit amount honored will be determined based on the date of order.</i>			
Existing Laserfiche Software Support Credit Total			TBD

Product Description:	Qty.	Unit Cost	Annual Total
LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC			
☒ Laserfiche Cloud Business User Subscription (25-49 Users)	25	\$1,144.50	\$28,612.50
<i>*Includes Training Center</i>			
☒ Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included	Included
☒ Laserfiche Cloud Workflow Bots Subscription	1	Included	Included
Laserfiche Annual Recurring Subscription Subtotal			\$28,612.50

MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION

☒ Managed Support Services for Laserfiche	1	\$4,158.00	\$4,158.00
<i>Client needs are estimated based on the current components provided herein: up to 30 hours that will expire at the end of your renewal term.</i>			
MCCI Supplemental Support Services Annual Recurring Subscription Subtotal			\$4,158.00

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			\$32,770.50
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For budgetary purposes, the Client should include \$32,770.50 annually for renewal of the items above. If you subscribe to MCCI's Training Center or SLA, additional user licenses may increase its cost at the time of your next annual renewal. Sales tax will be invoiced where applicable and is not included above.

Service Description:	Qty.	Unit Cost	Total
MCCI SERVICE PACKAGES			
☒ On-Premises Data Migration to Laserfiche Cloud	1	\$2,050.00	\$2,050.00
<i>Client must upgrade to newest version of Laserfiche to utilize the Laserfiche Data Migration Tool.</i>			

☒	Implementation Services Package <i>Cost is based on the current components provided herein. MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.</i> • User set-up and configuration • Module set-up and configuration • Project Management and requirements gathering • Version Update	1	\$2,050.00	\$2,050.00
☒	Laserfiche Training Services, Remote Per Day <i>Workflow training and installation excluded.</i>	1	\$1,640.00	\$1,640.00
	Service Packages Subtotal			\$5,740.00

GRAND TOTAL - ONE-TIME SERVICES

\$5,740.00

TOTAL LASERFICHE PROJECT COST

\$38,510.50

All Quotes Expire in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal and will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All service packages include remote time due to COVID-19. If circumstances change to allow onsite services to be performed, a new quote must be requested.

PRODUCT ORDER & BILLING TERMS

PRODUCT ORDER

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order.

BILLING

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ Initial Sale: Upon delivery of software or activation of the subscription. ▪ Annual Renewal: 75 days in advance of expiration date.
Service Packages	Upon delivery completion and Client acceptance.

MCCi shall not send any invoices, nor claim payment, for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be included where applicable and is NOT included in the Pricing section.

SUPPLEMENTAL SUPPORT & ANNUAL SUBSCRIPTION PACKAGES

As your first-tier solution provider, MCCi provides multiple options for technical support. Your annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal.

LASERFICHE

	Managed Support Services
	MSS
Easy access to our team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.) ⁺	■
Remote access support through GoToMeeting ⁺	■
Access to product update version and hotfixes (Client Download) ⁺	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■
Software/support credit eligible for Laserfiche platform changes ⁺⁺	■
Additional Remote Basic Training	■
Additional System Settings Consultation	■
Assistance with Implementation of Version Updates	■
Annual Review of Administration Settings	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■
Configuration and maintenance of <i>basic</i> business processes utilizing Laserfiche Forms and Workflow	
Configuration of Laserfiche Quick Fields sessions	
Basic Records Management Module Overview Training	
Administration Configuration Services	
Dedicated Certified Professional	
Proactive recurring consultation calls upon Client's request	
Annual Review of business process configurations	
Institutional Knowledge of Your Solution	
Maintenance of MCCi/Client configured <i>complex</i> business processes	
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm EDT and Saturday-Sunday from 12 pm to 4 pm EDT	
Basic JavaScript, CSS and Calculations for Laserfiche Forms [*]	

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is owned.

^{*} Excludes development of new integrations, large-scale development projects, and SQL queries.

^{**} **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed. None of the packages listed above are intended to be utilized for configuration of a new *complex* business process. In those instances, a separate SOW is required.

LASERFICHE SUPPORT/SUBSCRIPTION

Client's Laserfiche Support/Subscription Renewal covers:

- **BREAK/FIX SUPPORT**

Our team of Certified Support Technicians will assist with break/fix issues including the resolution of error codes, bugs, etc.

- **CONTINUED EDUCATION**

Your renewal grants you access to continued education through Webinars, User Groups, Seminars and more!

- **REMOTE ACCESS SUPPORT**

Our Support Technicians can access your system remotely to resolve issues, saving both time and money.

- **LASERFICHE SITE ACCESS**

You will have 24/7 access to the Laserfiche support site, which includes whitepapers, case studies, etc. You also have access Laserfiche answers, an online discussion forum. Ask questions and gain advice for other Laserfiche users, staff, and solution providers.

- **ACCESS TO VERSION UPDATES**

Your Laserfiche renewal covers access to download the version updates for your software/subscription.

- **SOFTWARE/SUPPORT CREDIT****

When upgrading or trading in perpetual licensing, you will receive a one-time credit of the software and remaining prepaid support. When moving to Cloud/Subscription, you will receive a one-time credit of the remaining prepaid support.

PACKAGE DESCRIPTIONS

BUSINESS PROCESS DEFINITIONS

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge, allowing a MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with extensive configuration that is absolutely mission critical to the organization.
 - *EXAMPLES:* Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with your Account Executive or Account Manager.

CLIENT RESPONSIBILITIES (ALL PACKAGES)

- Configuration/maintenance of backups and any general network, security, or operating system settings outside of your solution (Laserfiche, ABBYY, Blue Prism)
- Management and creation of retention policies related to Records Management Module
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary
- Providing remote access capabilities as needed. If Client requests MCCi to have unattended access, Client assumes all responsibility for the related session(s). Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.

- For **MSS 2, PASS & PASS 2**, create/provide process diagrams (and any other necessary paperwork/examples)

MANAGED SUPPORT SERVICES (MSS)

MCCi's **MSS** package provides additional training and assistance to Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as your annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**

Additional web-based training is conducted to train new users or as refresher training for existing users.

- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

- **REMOTE IMPLEMENTATION OF VERSION UPDATES**

While your renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at your service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on complexity and Client's specific configurations, major software upgrades may or may not be covered and should be discussed with your Account Management Team.

- **ANNUAL SYSTEM REVIEW & ANALYSIS**

MCCi will access your system to review how your organization uses your solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by Client.

- **LASERFICHE CERTIFICATIONS**

Priority offering of complimentary Laserfiche certifications, based on availability.

- **LASERFICHE CONFERENCE REGISTRATION**

Priority offering of complimentary Laserfiche Empower registration, based on availability.

- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**

MCCi will create or update users or groups, import profiles or batches within your ABBYY solution.

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in your organization to access over 500 Laserfiche training videos.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche full and retrieval users.*

SERVICE PACKAGES

ON-PREMISES DATA MIGRATION TO LASERFICHE CLOUD

ASSUMPTIONS

- Client must upgrade to newest version of Laserfiche available to utilize the Laserfiche Data Migration tool.
- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration.

IMPLEMENTATION SERVICES PACKAGE

MCCi’s certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.

MCCi DELIVERABLES

Professional Services may include any of the following for the purchased components:

- Project management associated with the proposed solution:
 - Outlining requirements
 - Setting expectations for project success
- Assistance with basic repository configuration and user account setup (Laserfiche only)
- Basic configuration of all software components and remote installation as needed
- Review of implemented solution

LASERFICHE TRAINING SERVICES

Client is provided with instructor-led Laserfiche training, hands-on, or train-the-trainer.

SYSTEM ADMINISTRATION TRAINING

- | | | |
|----------------------------------|--|-------------|
| ▪ Client and Server Installation | ▪ Users and Groups – Active Directory/SAML | ▪ Volumes |
| ▪ Records Management | ▪ Document Relationships | ▪ Templates |
| ▪ System Settings | ▪ Back Up Procedures | ▪ Security |
| ▪ Troubleshooting Procedures | ▪ Technical Support Overview | ▪ Tags |

FULL USER TRAINING

- | | | |
|------------------------------|----------------------------------|------------------------|
| ▪ Introduction to Laserfiche | ▪ Folders and the Folder Browser | ▪ Document Display |
| ▪ OCR and Full Text Indexing | ▪ Searching & Annotations | ▪ Security |
| ▪ Briefcases and Migrating | ▪ Scanning and Importing | ▪ Customize Laserfiche |
| ▪ Extracting a Document | ▪ Index Card/Templates | ▪ Volumes |

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of our packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

DATA/SERVER MIGRATIONS

MCCi is not responsible for the accuracy of existing indexing data and/or image quality, such as errors on the media, image file corruption, data file corruption, orphaned records, encrypted data, non-supported proprietary formats or other errors that are not controllable by MCCi.

RETURN POLICY

Any product returns are reliant on Manufacturer's return policy.

LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which can be found at <https://www.laserfiche.com/cl/agreement>.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE ASSURANCE PLAN (LSAP)

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. MCCi's LSAP includes access to software point release updates, telephone or email support for software related issues, 24-hour FTP and website access, technical bulletins, and newsletters.

ACTIVE LSAP BENEFITS INCLUDE:

- Easy access to our team of Laserfiche Gold Certified Support Technicians
- Remote desktop support through GoToMeeting
- Latest Laserfiche versions
- Access to continued education through Webinars, User Groups, and Seminars
- Continued access to your Cloud environments

Adjustments in annual support rates may be made to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

LASERFICHE LATE PAYMENT POLICY

- If payment is not received before your Renewal Date, your Laserfiche support expires. Please allow up to 5 business days for MCCi to process payment to Laserfiche.
- If your Cloud support is expired for 30 days or more, Laserfiche may reduce or suspend your access to your Cloud environment and the Laserfiche website until payment is received. If your support is still not active/paid within 60 days of your subscription date, Laserfiche may cancel your account, terminate your subscriptions and the services environment, and delete your content.
- If your support expiration is just due to a late payment, you will still be able to access MCCi Support Technicians for 30 days.
 - However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until your support is renewed.

REINSTATEMENT FEES

- After your support has been expired for 30 days, Laserfiche will move your renewal date and will apply reinstatement fees.
 - Fees = 10% of Annual LSAP Total multiplied by the number of expired months

LASERFICHE CLOUD SUBSCRIPTION TERM AND FEES

- Your Cloud subscription will begin when administrative access is granted approximately 30 days after the test environment activation date and/or your account is switched to live based on project needs. This is not contingent upon a completed implementation.
- MCCi may initiate the live activation of the subscription on behalf of Client. In the event MCCi does initiate the activation, Client is still responsible to adhere to the Laserfiche Cloud terms of service.
- Cloud subscription terms are annual unless otherwise stated.
- For additional products/subscriptions added mid-term the cost is prorated to match the existing renewal date.
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

LASERFICHE CLOUD SOLUTION PROVIDER OF RECORD

As your current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to your support account, along with the ability to process subscription renewals and additional purchases on your behalf. Unless you decide to cancel your contract with MCCi or work with Laserfiche to formally change your Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

MOVING TO LASERFICHE CLOUD

For existing Laserfiche clients that have a platform other than Laserfiche Cloud, Laserfiche does not provide credits when moving to the Laserfiche Cloud licensing model. Remaining months of LSAP can be applied to the new purchase.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their Cloud system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to Laserfiche Cloud may affect any customizations made by the user. If MCCi's help is required to correct/update any customizations made by Client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have “in-house” technical support, it is Client’s responsibility to make available the appropriate Information Technology resources/consultant when needed.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

CITY OF HOLLY SPRINGS ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO AMEND THE ADOPTED MUNICIPAL SERVICES MASTER FEE SCHEDULE; TO AMEND MUNICIPAL COURT FEES; TO PROVIDE FOR THE HEALTH, SAFETY, AND WELFARE OF THE GENERAL PUBLIC; TO ESTABLISH THE EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia, seek to provide for the health, safety, and welfare of the general public; and

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia amend the fee schedule from time to time; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Mayor and City Council of the City of Holly Springs, Georgia, do hereby adopt the amended Municipal Services Master Fee Schedule as attached hereto as Exhibit "A."

IT IS HEREBY FURTHER RESOLVED, by the Mayor and City Council of the City of Holly Springs, Georgia, that the amended Municipal Services Master Fee Schedule attached hereto as Exhibit "A," shall be effective immediately.

This Resolution is adopted this 19th day of October 2020.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

EXHIBIT A**-AMENDED-
CITY OF HOLLY SPRINGS MUNICIPAL SERVICES MASTER FEE SCHEDULE****Municipal Court Fees*****ADD THE FOLLOWING FEE***

Local Legal Code	Category	Local Violation Description	Fine Amount
40-6-181	Speed Restrictions	5-10 MPH Over	\$70

AMEND THE FOLLOWING FEE

Local Legal Code	Category	Local Violation Description	Fine Amount
40-5-29A	Issuance, Expiration, & Renewal of License	No License on Person	\$10

INTERGOVERNMENTAL AGREEMENT FOR TRANSPORTATION IMPROVEMENT PROJECT

2021 Holly Springs Resurfacing Project

This INTERGOVERNMENTAL AGREEMENT FOR TRANSPORTATION IMPROVEMENT PROJECT (hereinafter “Agreement”) is entered into by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter “County”), and the CITY OF HOLLY SPRINGS, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Holly Springs City Council (hereinafter “City”), with both said entities existing under the laws of the State of Georgia (with each entity collectively being referred as “the Parties”).

WHEREAS, City and County desire to collaborate to complete a transportation improvement project that will advance and increase the transportation options for citizens of the City, as well as for citizens of the County; and

WHEREAS, such transportation improvement project shall be commonly identified as “2021 Holly Springs Resurfacing Project” and is more specifically described and shown in the attached Exhibit A, which is hereby incorporated by reference (hereinafter “Project”); and

WHEREAS, the Project will require improvements to be made within the limits of the City; and

WHEREAS, City and County desire to enter into this Agreement to identify the specific parameters of the Project, as well as to identify the specific tasks and responsibilities each Party shall be responsible for during said Project; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that any county, municipality, or other political subdivision of the State of Georgia may contract for any period not exceeding fifty (50) years with each other or with any public agency, public corporation, or public County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services, or facilities which the county, municipality, or public County is authorized by law to undertake or provide; and

WHEREAS, this Agreement shall be considered an intergovernmental agreement in accordance with the terms Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and shall identify the responsibilities of the Parties hereto; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Project Description and Scope. The Project shall be identified commonly as “2021 Holly Springs Resurfacing Project” and is more specifically described and shown in the attached Exhibit A, which is hereby incorporated by reference (hereinafter “Project”). The estimated cost of the Project is anticipated to be \$398,352.00 for base project cost with a contingency of \$39,902.00, as and where needed - a breakdown of the expenses associated with said Project has been included in the attached Exhibit A.
2. Responsibilities of the County. Resurfacing. County will assist/complete resurfacing needs of roadways located within the Holly Springs City limits utilizing the in-house employees and equipment of the Cherokee County Public Works Department. City will agree to reimburse the County for all material costs and fuel costs associated with such resurfacing. The County will appoint a Project Manager who will work with the City to obtain any and all needed approvals necessary to complete said Project.
3. Responsibilities of the City. City will agree to reimburse the County for all material costs and fuel costs associated with such resurfacing contained in the attached Exhibit A. Specifically, City agrees to provide County financial compensation in the amount of \$398,352.00 for base project cost with a contingency of \$39,902.00, as and where needed. The City will appoint a Project Manager who will work with the County to obtain any and all needed approvals necessary to complete said Project.
4. Term and Termination. This Agreement shall have an effective date as of _____, ___, 20___ and shall continue in full force and effect for a term of one (1) year, or until

the completion of all Project tasks and all Project responsibilities by the Parties hereto, whichever shall occur first. If a Project task or Project responsibility remains outstanding at the end of the initial one (1) year Term, this Agreement shall automatically be extended for an additional period of one (1) year in order to allow for the completion of such Project task or Project responsibility.

5. Indemnification. Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.
6. Default. Failure by either Party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other Party to declare a default and/or terminate this Agreement. Should either Party file suit, commence any other legal or equitable proceeding against the other for breach of this Agreement or should arbitration proceedings be commenced, the prevailing Party shall be entitled to recover all of its expenses, including attorney's fees, court costs and arbitration expenses in addition to any damages or other judgment allowed.
7. Waiver. One Party's waiver of the other Party's breach of any provision, term, or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term, or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.
8. Entire Agreement. The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and City and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and City affirm that the only consideration for their agreement to

execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

9. Amendments. This Agreement may be amended at any time by the written, signed consent of all the Parties.
10. Assignment. The Parties shall not assign any obligation it incurs in the Agreement without the written consent of the other Party.
11. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.
12. Notice. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For County:

Cherokee County, Georgia
ATTN: County Manager
1130 Bluffs Parkway
Canton, Georgia 30114

For City:

City of Holly Springs, Georgia
ATTN: City Manager
P.O. Box 990
Holly Springs, Georgia 30142

13. Rights Cumulative. All rights, powers, and privileges conferred hereunder upon Parties hereto shall be cumulative and not restrictive of those given by law. Nothing contained herein shall impair the right of City or County to exercise its governmental and legislative

functions. Further, this Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

14. Execution Powers. Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto further agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.
15. Force Majeure. Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.
16. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Cherokee County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

17. Descriptive Headings. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

APPROVED by the Cherokee County Board of Commissioners
this ____ day of _____, 20____.

Signed On Behalf of Cherokee County, Georgia:

By: _____
Harry B. Johnston, Chairman Date _____

Attest: _____
Christy Black, County Clerk Date _____

APPROVED by the City Council of Holly Springs, Georgia
this ____ day of _____, 20____.

Signed On Behalf of City of Holly Springs, Georgia:

By: _____
Steven W. Miller, Mayor Date _____

Attest: _____
Karen Norred, City Clerk Date _____

EXHIBIT A

The roadways covered under this 2021 Holly Springs Resurfacing Project include:

- Holly Springs Parkway – Home Depot to Toonigh Road
- Bradshaw Lane
- Childers Academic Circle
- Barrett Road
- Park Lane
- Apache Drive
- Joseph Street
- Contingency – as and where needed

Associated costs to County to complete the above are included in attached spreadsheet.

Exhibit A - 2021 Holly Springs Resurfacing Project

Notes	Asphalt Mix	Road Name	Beginning Point	Ending Point	Wth ft.	Lgth mi.	SY	Est Aspl Tns.	Est Total Pvg Cost	lb/sy	Aspl Top Tns.	Aspl Top \$/Tn	Est. Aspl Top Cost	Est Patch %	Est Patch Tns.	Est Patch \$/Tn	Est Total Patch Cost	Est Lvl #/SY	Est Lvl Tn	Est Lvl \$/Tn	Est Lvl \$\$	Milling (Vari) \$/SY	SY	Est Milling Cost	Notes			
In-house - Cherokee Public Works Driveways & Turnouts included	12.5 mm	Holly Springs Parkway	Home Depot Drive	Toonigh Road	51	0.708	21183	2545	\$264,290	165	1748	\$ 65	\$ 113,596	23%	798	\$ 98	\$ 78,166	0	0	\$ 70	\$ -	\$ 4	18132	\$ 72,528	1.5" Mill / Inlay			
	9.5 mm	Bradshaw Lane	City Limits	Spring Creek Ct	20	0.199	2335	158	\$19,845	135	158	\$ 65	\$ 10,245	0%	0	\$ 98	\$ -	0	0	\$ 70	\$ -	\$ 4	2400	\$ 9,600	2" Mill / Inlay			
	9.5 mm	Childers Academic Circle	Holly Springs Pkwy	Holly Springs Pkwy	16	0.057	535	48	\$3,559	135	36	\$ 65	\$ 2,347	14%	12	\$ 98	\$ 1,211	0	0	\$ 70	\$ -	\$ 4	0	\$ -				
	9.5 mm	Barrett Road	Holly Springs Pkwy	Dead End	22	0.164	2117	270	\$21,780	135	143	\$ 65	\$ 9,287	37%	127	\$ 98	\$ 12,493	0	0	\$ 70	\$ -	\$ 4	0	\$ -				
Driveways & Turnouts included	9.5 mm	Park Lane	Hickory Road	Cul-de-sac	20	0.211	2478	273	\$24,918	220	273	\$ 65	\$ 17,718	0%	0	\$ 98	\$ -	0	0	\$ 70	\$ -	\$ 4	1800	\$ 7,200	2" Mill / Inlay			
Cul-de-sac included	9.5 mm	Apache Drive	Park Lane	Cul-de-sac	20	0.269	3156	347	\$32,567	220	347	\$ 65	\$ 22,567	0%	0	\$ 98	\$ -	0	0	\$ 70	\$ -	\$ 4	2500	\$ 10,000	2" Mill / Inlay			
Cul-de-sac included	9.5 mm	Joseph Street	Park Lane	Cul-de-sac	20	0.255	2992	329	\$31,393	220	329	\$ 65	\$ 21,393	0%	0	\$ 98	\$ -	0	0	\$ 70	\$ -	\$ 4	2500	\$ 10,000	2" Mill / Inlay			
									\$398,352																			
Contingency - as and where needed		1.5" Milling (1813 SY)			0	0.000	0	0	\$7,252	0	0	\$ 65	\$ -	0%	0	\$ 98	\$ -					\$ 4	1813	\$ 7,252	1.5" Milling			
		2" Milling (920 SY)			0	0.000	0	0	\$3,680	0	0	\$ 65	\$ -	0%	0	\$ 98	\$ -					\$ 4	920	\$ 3,680	2" Milling			
		4" Patching (94 Ton)			20	0.100	1173	94	\$9,202	0	0	\$ 65	\$ -	49%	94	\$ 98	\$ 9,202	0	0	\$ 70	\$ -	\$ 4	0	\$ -				
		220 #/SY Paving (95 Ton)			20	0.074	862	95	\$6,166	220	95	\$ 65	\$ 6,166	0%	0	\$ 98	\$ -	0	0	\$ 70	\$ -	\$ 4	0	\$ -				
		135 #/SY Paving (34 Ton)			20	0.043	505	34	\$2,214	135	34	\$ 65	\$ 2,214	0%	0	\$ 98	\$ -	0	0	\$ 70	\$ -	\$ 4	0	\$ -				
		165 #/SY Paving (175 Ton)			20	0.181	2124	175	\$11,389	165	175	\$ 65	\$ 11,389	0%	0	\$ 98	\$ -	0	0	\$ 70	\$ -	\$ 4	0	\$ -				
									\$39,902																			
Notes	Asphalt Mix	Road Name	Beginning Point	Ending Point	Wth ft.	Lgth mi.	SY	Est Aspl Tns.	Est Total Pvg Cost	lb/sy	Aspl Top Tns.	Aspl Top \$/Tn	Est. Aspl Top Cost	Est Patch %	Est Patch Tns.	Est Patch \$/Tn	Est Total Patch Cost	Est Lvl #/SY	Est Lvl Tn	Est Lvl \$/Tn	Est Lvl \$\$	Milling (Vari) \$/SY	SY	Est Milling Cost	Traffic Control \$/mi.	Est Traffic Control Cost	Notes	
Estimated Contractor Pricing Driveways & Turnouts included	12.5 mm	Holly Springs Parkway	Home Depot Drive	Toonigh Road	51	0.708	21183	2545	\$ 382,309	165	1748	\$ 80	\$ 139,810	23%	798	\$ 134	\$ 106,881	0	0	\$ 89	\$ -	\$ 7	18132	\$ 126,924	\$ 12,280	\$ 8,694	1.5" Mill / Inlay	
	9.5 mm	Bradshaw Lane	City Limits	Spring Creek Ct	20	0.199	2335	158	\$ 31,852	135	158	\$ 80	\$ 12,609	0%	0	\$ 134	\$ -	0	0	\$ 89	\$ -	\$ 7	2400	\$ 16,800	\$ 12,280	\$ 2,444	2" Mill / Inlay	
	9.5 mm	Childers Academic Circle	Holly Springs Pkwy	Holly Springs Pkwy	16	0.057	535	48	\$ 5,245	135	36	\$ 80	\$ 2,889	14%	12	\$ 134	\$ 1,656	0	0	\$ 89	\$ -	\$ 7	0	\$ -	\$ 12,280	\$ 700		
	9.5 mm	Barrett Road	Holly Springs Pkwy	Dead End	22	0.164	2117	270	\$ 30,526	135	143	\$ 80	\$ 11,430	37%	127	\$ 134	\$ 17,082	0	0	\$ 89	\$ -	\$ 7	0	\$ -	\$ 12,280	\$ 2,014		
Driveways & Turnouts included	9.5 mm	Park Lane	Hickory Road	Cul-de-sac	20	0.211	2478	273	\$ 37,001	220	273	\$ 80	\$ 21,807	0%	0	\$ 134	\$ -	0	0	\$ 89	\$ -	\$ 7	1800	\$ 12,600	\$ 12,280	\$ 2,593	2" Mill / Inlay	
Cul-de-sac included	9.5 mm	Apache Drive	Park Lane	Cul-de-sac	20	0.269	3156	347	\$ 48,578	220	347	\$ 80	\$ 27,775	0%	0	\$ 134	\$ -	0	0	\$ 89	\$ -	\$ 7	2500	\$ 17,500	\$ 12,280	\$ 3,303	2" Mill / Inlay	
Cul-de-sac included	9.5 mm	Joseph Street	Park Lane	Cul-de-sac	20	0.255	2992	329	\$ 46,961	220	329	\$ 80	\$ 26,330	0%	0	\$ 134	\$ -	0	0	\$ 89	\$ -	\$ 7	2500	\$ 17,500	\$ 12,280	\$ 3,131	2" Mill / Inlay	
									\$ 582,472																			
Contingency - as and where needed		1.5" Milling (1813 SY)			0	0.000	0	0	\$ 12,691	0	0	\$ 80	\$ -	0%	0	\$ 134	\$ -	0	0	\$ 89	\$ -	\$ 7	1813	\$ 12,691	\$ 12,280	\$ -	1.5" Milling	
		2" Milling (920 SY)			0	0.000	0	0	\$ 6,440	0	0	\$ 80	\$ -	0%	0	\$ 134	\$ -	0	0	\$ 89	\$ -	\$ 7	920	\$ 6,440	\$ 12,280	\$ -	2" Milling	
		4" Patching (94 Ton)			20	0.100	1173	94	\$ 13,810	0	0	\$ 80	\$ -	49%	94	\$ 134	\$ 12,582	0	0	\$ 89	\$ -	\$ 7	0	\$ -	\$ 12,280	\$ 1,228		
		220 #/SY Paving (95 Ton)			20	0.074	862	95	\$ 8,492	220	95	\$ 80	\$ 7,589	0%	0	\$ 134	\$ -	0	0	\$ 89	\$ -	\$ 7	0	\$ -	\$ 12,280	\$ 903		
		135 #/SY Paving (34 Ton)			20	0.043	505	34	\$ 3,253	135	34	\$ 80	\$ 2,724	0%	0	\$ 134	\$ -	0	0	\$ 89	\$ -	\$ 7	0	\$ -	\$ 12,280	\$ 528		
		165 #/SY Paving (175 Ton)			20	0.181	2124	175	\$ 16,239	165	175	\$ 80	\$ 14,017	0%	0	\$ 134	\$ -	0	0	\$ 89	\$ -	\$ 7	0	\$ -	\$ 12,280	\$ 2,223		
									\$ 60,924																			
											</																	

FIRE & EMERGENCY SERVICES AGREEMENT
Between CHEROKEE COUNTY AND CITY OF HOLLY SPRINGS

This Agreement is made and entered into this ____ day of _____, 2020, by and between CHEROKEE COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners, (the "County"), and the CITY OF HOLLY SPRINGS, a political subdivision of the State of Georgia, acting by and through its governing authority, the Mayor and City Council for the City of Holly Springs, (the "City"), collectively referred to as the Parties.

WHEREAS, the County presently furnishes, within its own boundaries and within the City, certain fire and emergency services, including fire suppression, rescue, hazardous material response, fire prevention, as well as administrative services necessary to support said programs; and

WHEREAS, the City is desirous of contracting for fire protection services for the City of Holly Springs; and

WHEREAS, the Constitution of the State of Georgia, *Art. IX, § III, Para. I*, authorizes local governments to enter into agreements for joint or cooperative action; and

WHEREAS, the Parties desire to provide for a more effective, economical and efficient means of providing fire protection services within the City by maximizing the use of personnel, facilities and equipment;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the Parties do hereby agree as follows:

1. TERM:

The term of this Agreement shall be for a period of ten (10) years, commencing on _____ and ending on _____, and shall automatically renew for an additional _____, unless the governing authority of one or both Parties takes affirmative action not to renew at the end of the initial term, said term is modified by mutual agreement, or the Agreement is terminated as outlined in Article 13.

2. SERVICE AREA:

The services contracted for herein shall be provided within the corporate limits of the City of Holly Springs, State of Georgia, as amended through annexation during the term of this Agreement.

3. DURING THE TERM OF THIS AGREEMENT, THE CITY SHALL:

- a. Annually pay to the County compensation in the amount of the City's Net Fire District Digest for the year in question multiplied by the sum of the Unincorporated Area Fire Millage Rate and the Millage Equivalent of the Unincorporated Area Insurance Premium Tax Transfer for the year in question, less the fifteen thousand dollar (\$15,000) credit allowed for in Section (8)(c) of the Agreement, which shall be computed as follows:

i. The City's "Net Fire District Digest" shall be the sum of the City's Gross Digest minus the City's State Homestead and Property M&O Exemptions for the year in question and the City's TAD Gross Digest minus the City's TAD State Homestead and Property M&O Exemptions for the year in question.

ii. The "Unincorporated Area Fire Millage Rate" shall be the millage rate levied against property in the unincorporated area of the County for fire services in the year in question by the Cherokee County Board of Commissioners.

iii. The "Millage Equivalent of the Unincorporated Area Insurance Premium Tax Transfer" shall be the total amount of Insurance Premium Taxes transferred to the Unincorporated Area Fire District Fund, as shown in the final budget approved by the Cherokee County Board of Commissioners for the year in question, divided by the difference of the Gross Digest and the State Homestead and Property M&O Exemptions for the unincorporated area of the County.

iv. All digest and exemption values shall be those values published by the Georgia Department of Revenue in its annual Tax Digest Consolidated Summary for the year in question.

v. By way of illustration, and assuming that this formula was applied in tax year 2019 and that the County applied \$7,052,314 in Insurance Premium Taxes to the Unincorporated Area Fire District Fund, the Unincorporated Area Fire Millage Rate would have been 0.002369 and the total compensation due by the City would have been \$2,090,792. The calculations are illustrated on the Fire IGA Compensation Table attached hereto and incorporated herein as Exhibit "A1."

vi. Payment is due to the County by May 1 each year for services provided during that fiscal year. By way of example, payment for services provided by the County for fiscal year 2021 (October 1, 2020 - September 30, 2021) shall be based on the 2020 tax digest and shall be due to the County on May 1, 2021.

vii. In the event that this Agreement is terminated early in the manner provided for in this Agreement, the compensation due to the County shall be prorated to exclude the number of days remaining in the fiscal year following the effective date of termination. Pay to the County compensation, the amount of which shall be determined as follows:

- b. Notify the County Fire Chief by e-mail in the event the City makes any changes in the road or street network within the City, temporarily or permanently closes any road or street to vehicular traffic or becomes aware of any changes or interruptions in the water service to any area within the City.
- c. Provide written notice at least ninety (90) days in advance of any proposed changes in its ordinances, laws or regulations when such changes would impact the delivery of fire services set forth herein or would increase or change the level of services. The City further agrees that the County is not obligated to adopt or implement said changes within the Holly Springs Service Area if doing so will increase the cost of providing the Services within the Holly Springs Service Area, as determined by the Cherokee County Board of Commissioners in its sole discretion.
- d. Work cooperatively with the County to maintain the County's Public Protection Classification (ISO protection class rating) assigned by ISO and make progress toward accomplishing the goal of an improved rating.
- e. In conjunction with the County, periodically review the Services provided by the County and determine if the current level of service shall be maintained or changed. Meetings of representatives of the County and City shall occur as needed and as reasonably agreed upon by both parties in order to review and evaluate the Services and any changes needed. In the event one party requests such a meeting, such meeting shall occur within thirty (30) days of the other party's receipt of the request.
- f. Agree that the training levels, experience and certification requirements for personnel and equipment shall be established by the Cherokee County Fire Chief or his/her designee.

4. THE COUNTY SHALL:

- a. Work diligently to respond to all emergency fire, hazardous material, and lifesaving related alarms within the Holly Springs Service Area, and provide fire prevention, pre-fire inspection, hydrant flow, community services and such other usual and customary services as are provided within the County.
- b. In responding to specific incidents, rely on support provided by personnel, apparatus and equipment deployed from Stations within the Holly Springs Service Area as well as stations located in unincorporated Cherokee County in the Fire Chief's sole discretion. .
- c. Discuss with the City, prior to implementation, any operational changes or new programs, which may impact future costs or levels of fire service to the City.

- d. Provide regular reporting, at least annually, to the City of equipment deployment, as well as total call volume, type and location in the City, and emergency calls inside the City and adjacent unincorporated area stations.
- e. In conjunction with the City, periodically review the Services provided by the County and determine if the current level of service shall be maintained or changed. Meetings of representatives of the County and City shall occur as needed and reasonably agreed upon by both parties in order to review and evaluate the Services and any changes needed. In the event one party requests such a meeting, such meeting shall occur within thirty (30) days of the other party's receipt of the request.
- f. Provide the necessary training for personnel to maintain certifications to meet the minimum requirements, and shall maintain and be responsible for all personnel and equipment under the licensing of the Cherokee County Fire & Emergency Services.

5. THE COUNTY AND CITY EACH AGREE TO:

- a. Provide written notice at least ninety (90) days in advance of any proposed changes in its ordinances, laws or regulations which would impact the delivery of fire services set forth herein or which would increase or change the level of services required. The Parties agree that if one Party makes changes to its ordinances, laws or regulations that impact the obligations of the other Party hereunder, the other Party shall have the opportunity to notify the Party making the changes of its decision to accept or reject the changes proposed as well as any additional payment or payment deduction that may be required related thereto.
- b. Mutually decide on the need for capital additions and replacements at stations serving the City, and negotiate a fair and reasonable sharing of such capital costs.

6. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

7. LIABILITY INSURANCE:

During the term of this Agreement, the County shall provide the City with a certificate of insurance evidencing commercially reasonable property damage, collision and liability insurance coverage for all apparatus and equipment owned by the City and operated by the County and/or the Holly Springs Volunteer Fire Department. Said

certificate of insurance will indicate the limits of liability indemnification and the coverage period.

8. ENFORCEMENT OF CODES:

a. The City agrees, during the term of this Agreement or any extensions thereof, to enact and enforce building and fire codes at a level at least equivalent to the codes and enforcement provided by Cherokee County within the County and as required by State of Georgia minimum codes in accordance with Georgia Law.

b. It is acknowledged by the Parties that the County has assumed no duty to provide code enforcement or building or fire inspection services that might be required under Georgia Law or any ordinance of the City. It is further acknowledged that the Parties recognize the County, by statute, has no authority or duty to enforce any provisions of such code or to enforce any ordinances of the City unless authorized by intergovernmental agreement.

c. For each fiscal year during the duration of this Agreement, the County will provide a credit, in the amount of and not to exceed \$_____, to be applied against annual compensation due the County from the City for fire and emergency services related to fire plan review and inspections to ensure compliance with Georgia minimum fire codes.

9. DEFAULT:

Failure by either Party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other Party to declare a default.

10. WAIVER:

Failure by either Party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said Party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

11. CONTRACT RENEWAL:

No later than six (6) months prior to the expiration of this Agreement, the County will provide the City with a proposal for renewal of this Agreement, if such renewal is desired, which includes a five (5) year comprehensive plan for services to be provided to the City as defined in Article 4 (a) above and the cost of providing said services to the City. Negotiations for renewal of this Agreement, if such renewal is desired, shall commence not later than six (6) months prior to the expiration of this Agreement.

12. ENTIRE CONTRACT:

This instrument constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral, written, or understood, regarding the subject of this Agreement. This agreement may be modified only in writing properly executed by both parties.

13. TERMINATION:

This Agreement may be terminated for convenience by either Party when that Party gives notice to the other Party in writing at least twenty-four (24) months prior to its intended withdrawal from this Agreement.

14. SEVERABILITY:

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

15. THIRD PARTY BENEFICIARIES:

This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

16. MUTUAL/AUTO AID AGREEMENT:

If this Agreement is terminated or cancelled for any reason, and upon expiration of this Agreement, the Parties agree to work cooperatively to negotiate a replacement automatic or mutual aid agreement for fire and emergency services and the County will ensure that the City residents continue to be provided with fire and emergency services.

17. NOTIFICATION:

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows:

To the County:

To the City:

County Manager
1130 Bluffs Parkway
Canton, GA 30114

City Manager
P.O. Box 990.
Holly Springs, GA 30142

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

18. PUBLIC PROCUREMENT REQUIREMENTS:

Each Party agrees that it will comply with all public works bidding requirements of the State of Georgia related to any construction, improvements, or services completed pursuant to this Agreement, including, but not limited to, Title 36, Chapter 91, of the Official Code of Georgia.

19. E-VERIFY AND TITLE VI:

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required

20. FORCE MAJEURE:

Neither the County nor City shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

APPROVED by the Cherokee County Board of Commissioners this _____ day of _____, 2020.

CHEROKEE COUNTY

Harry B. Johnston, Chairman

ATTEST:

Christy Black, County Clerk

APPROVED AS TO LEGAL FORM:

Angela Davis, County Attorney

APPROVED by the Mayor and Council of the City of Holly Springs this _____ day of _____, 2020.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

ATTEST:

Karen Norred, City Clerk

APPROVED AS TO LEGAL FORM:

Robert M. Dyer
City Attorney

A RESOLUTION OF THE CITY OF HOLLY SPRINGS MAYOR AND COUNCIL TO REMOVE JEREMY SMITH FROM AND ADD JEFFREY D. WILBUR TO SOUTH STATE BANK SIGNATURE CARDS

WHEREAS, it is the desire of the City Council of the City of Holly Springs to remove Jeremy Smith from and add Jeffrey D. Wilbur to South State Bank signature cards: and

WHEREAS, Jeremy Smith resigned from the Ward 5 Council seat effective August 29, 2020; and

WHEREAS, the remaining Council members appointed Jeffrey D. Wilbur to fill the unexpired term of Jeremy Smith on September 28, 2020; and

WHEREAS, during the Qualifying Period, Jeffrey D. Wilbur was the only candidate who qualified for the next succeeding term for Ward 5, which will begin January 1, 2021 and end December 31, 2024; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs that Jeremy Smith be removed from and Jeffrey D. Wilbur be added to all South State Bank signature cards.

SO RESOLVED THIS 19th DAY OF OCTOBER 2020.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

October 5, 2020

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Note: City Council meetings are public meetings but are not public hearings. It is at the Chief Elected Official's discretion if public comment is taken.

