



Hart County Board of Commissioners
Tuesday October 27, 2020
6:00 p.m.

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
 - 10/13/2020 Reg Meeting
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Reservation Service Agreement Paynes Creek and other parks
 - b) Board Appointments
13. NEW BUSINESS
 - a) 2021 LMIG Road Re-Paving Selection
 - b) Resolution Authorizing County Administrator to Sign GDOT 5311 Program Grant
 - c) Christmas Tree lighting
14. PUBLIC COMMENT
15. EXECUTIVE SESSION –Real Estate-Litigation
16. ADJOURNMENT

Hart County Board of Commissioners
October 13, 2020
6:00 p.m.

Hart County Board of Commissioners met October 13, 2020 at the Hart County Administrative & Emergency Services Center.

Chairman Joey Dorsey presided with Commissioners Frankie Teasley, Marshall Sayer and Ricky Carter in attendance. Commissioner R C Oglesby absent.

1. Prayer

Prayer was offered by Chairman Dorsey.

2. Pledge of Allegiance

Everyone stood in observance of the Pledge of Allegiance.

3. Call to Order

Chairman Dorsey called the meeting to order.

4. Welcome

Chairman Dorsey welcomed those in attendance.

5. Approve Agenda

Commissioner Teasley moved to approve the meeting agenda. Commissioner Carter provided a second to the motion. The motion carried 4-0.

6. Approve Minutes of Previous Meeting(S)

- 09/22/2020 Reg Meeting

Commissioner Sayer moved to approve the minutes of September 22, 2020. Commissioner Carter provided a second to the motion. The motion carried 4-0.

7. Remarks By Invited Guests, Committees, Authorities

None

8. Reports By Constitutional Officers & Department Heads

None

9. County Administrator's Report

County Administrator Terrell Partain reported Early Voting will begin next Monday in the basement of the Library.

10. Chairman's Report
September Financial Report

Chairman Dorsey presented the fiscal year ending financial report; noting a record month for LOST (Local Option Sales Tax) revenues and the local economy is strong.

11. Commissioners' Reports

Commissioner Teasley commended Law Enforcement, Fire, EMS and other county employees for what they do on behalf of the county; and the option to consider community service workers to pick up litter along county roadsides.

12. Old Business

a) Tax Year 2020 County Millage Rate Certification

Commissioner Carter moved to approve Tax Year 2020 County Millage Rate Certification. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

13. New Business

a) Garden Club Council Courthouse Grounds Request

President of United Garden Club of Hartwell, Sandra Brown requested relocating the Blue Star Monument and add Gold Star Memorial Monument in the same proximity on the courthouse grounds.

Commissioner Sayer moved to grant the Garden Club Council permission to relocate the Blue Star Monument and place a Gold Star Monument on the courthouse grounds and coordinate the location with the Road Department. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

b) Ambulance Remount

Commissioner Carter moved to proceed with the purchase of an ambulance remount. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

c) FY21 Arial Photography

Commissioner Sayer moved to approve the FY21 Arial Photography Letter of Intent with Georgia Mountains Regional Mission regional project. Commissioner Carter provided a second to the motion. The motion carried 4-0.

d) Credit for Experience Sheriff Office

Commissioner Carter moved to grant Deputy Noah Hart credit for four years' experience retro to hire date of October 1, 2020. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

e) 2021 DHA Transportation Agreement with Senior Center

Commissioner Teasley moved to approve the 2021 DHS Transportation Agreement. Commissioner Carter provided a second to the motion. The motion carried 4-0.

14. Public Comment

David Thompson appealed to the public to consider two upcoming appointments to the Board of Tax Assessors.

Paul Bishop commended Robin Webb and others working at the Board of Elections.

Chuck Turner inquired about Commissioner Carter signing the Ethics Pledge and voiced his concern about District 4 not having anyone to represent the district during Executive Session.

15. Executive Session

Commissioner Sayer moved to exit into Executive Session to discuss personnel and real estate matters. Commissioner Teasley provided a second to the motion. The motion carried 3-0 (Commissioner Carter abstained).

Commissioner Sayer moved to exit Executive Session and reconvene the regular meeting session. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

Chairman Dorsey moved to ratify the Economic Development Authority's approval to extend Dwayne Dye's contract for an additional two years. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

Chairman Dorsey moved to extend County Administrator Terrell Partain's contract for two additional years. Commissioner Sayer provided a second to the motion. The motion carried 4-0.

Chairman Dorsey moved to proceed with obtaining and leasing Payne's Creek Campground contingent upon County Attorney Walter Gordon's approval of the language in the lease. Commissioner Sayer provided a second to the motion. The motion carried 4-0.

16. Adjournment

Commissioner Teasley moved to adjourn the meeting. Commissioner Sayer provided a second to the motion. The motion carried 4-0.

Joey Dorsey, Chairman

Lawana Kahn, County Clerk



12a)

MEMORANDUM

Terrell Partain,
County Administrator
October 23, 2020

RE: Item 12 A Reservation Service Agreement Paynes Creek and other parks

Since the discussion of our leasing of Paynes Creek campground began I and the IT Director have been looking at reservation services and accounting solutions for operations of this and any other parks we may want to include for online reservations and or payment.

We have looked at and demoed several. This past Wednesday afternoon office staff members, Commissioner Sayer and I went through a demo of Mysites Mobile RVing. Com application.

We evaluated:

The ease of use for both the customer, the park attendants, and the administration staff.

The security of customer's information.

The scalability of functions of the software.

The setup and operating fees, etc.

Their Current customer's feedback on the software in whole.

After all of the providers we have looked at we feel this is the most secure, user friendly, adaptable and fairest price one we have found.

As for references KOA Campgrounds including the local one here are probably their largest customer but they provide these services to many more counties and municipalities across the country.

There is no long term contractual agreement required the agreement can be canceled in writing in 30 days with no penalties. There are no initial setup costs, there is no monthly fees the cost is \$3.00 per reservation payable after the reservation is paid in full and stay is complete.

There is accounting for both online, mobile, and Point of Sale built in the software as well as statistical data that will be extremely useful in the evaluation of the operation and profit / loss calculations.

It is my recommendation for the reasons above to authorize me to enter into the attached agreement with My Sites Reservation System.



MY Sites Reservation System

Agreement Date: 10.21.2020

Parties

1. SEPI Marketing Corp. DBA MySites of 2150 SW 10th St. a company incorporated in Broward County, Florida (Document number: P13000056760) having its registered office at 2150 SW 10th St., Deerfield Beach, FL 33442; (the "**Provider**") and;

Hart County GA, ~~200 Clay Street~~, incorporated in Hartwell, GA 30643 (the "**Customer**"). *800 Chandler St.*

Agreement

1. Definitions

- 1.1 Except to the extent expressly provided otherwise, in this Agreement:

"**Account**" means an account enabling a person to access and use the MY Sites Reservation Platform;

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Billing Provider**" - Any payment gateway chosen by the customer to collect their reservation fees from guests.

"**Business Day**" means any weekday other than a bank or public holiday.

"**Business Hours**" means the hours of 9:00am to 5:00pm EST on a Business Day;

"**Charges**" means the following amounts:

- (a) the amounts specified in Part 2 of Schedule 1 MY Sites Reservation Management Platform;
- (b) Such amounts as may be agreed in writing by the parties from time to time; and

"**Customer Confidential Information**" means:

- (a) Any information disclosed by or on behalf of the Customer to the Provider during the Term OR at any time before the termination of this Agreement whether disclosed in writing, orally or otherwise that at the time of disclosure:
 - (i) was marked or described as "confidential"; or



- (ii) should have been reasonably understood by the Provider to be confidential; and

(b) The Customer Data;

"Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform because of the use of the MYSites Reservation Management Platform by the Customer;

"Documentation" means the documentation for the MYSites Reservation Management Platform produced by the Provider and delivered or made available by the Provider to the Customer;

"Effective Date" means the date of execution of this Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars;

"Guest" means a user of *Hart County GA*

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

"Maintenance Platform" means the general maintenance of the Platform and Reservation Management Platform, and the application of Updates and Upgrades;

"Mobile App" means the mobile application known as *MobileRVing 2.0* that is made available by the Provider through the *Google Play Store* and the *Apple App Store*;

"MySites" means the reservation management platform

"Permitted Purpose" means reservations management through the My Sites Reservation System;



"Personal Data" has the meaning given to it in the Data Protection Act 1998;

"Platform" means the platform managed by the Provider and used by the Provider to provide the Reservation Management Platform including the application and database software for the Reservation Management Platform, and server software used to provide the Reservation Management Platform, and the computer hardware on which that application, database, and server software is installed;

"Schedule" means any schedule attached to the main body of this Agreement;

"Reservation Management Platform" means *the MYSites Reservation System* as specified [Reservation Management Platform Specification], which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

"Reservation Management Platform Defect" means a defect, error or bug in the Platform having an adverse effect OR a material adverse effect on the appearance, operation, functionality or performance of the Reservation Management Platform, but excluding any defect, error or bug caused by or arising because of:

- (a) Any act or omission of the Customer or any person authorized by the Customer to use the Platform or Reservation Management Platform;
- (b) Any use of the Platform or Reservation Management Platform contrary to the Documentation, whether by the Customer or by any person authorized by the Customer;
- (c) A failure of the Customer to perform or observe any of its obligations in this Agreement; and/or
- (d) An incompatibility between the Reservation Management Platform and any other services, network, application, program, hardware or software not specified as compatible in the Reservation Management Platform Specification;

"Support Platform" means support in relation to the use of, and the identification and resolution of errors in, the MySites Reservation System, but shall not include the provision of training Platform;

"Supported Web Browser" means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

"Term" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;



"Update" means a hotfix, patch or minor version update to any Platform software; and

"Upgrade" means a major version upgrade of any Platform software.

"Users" – means employees or other stakeholders given access to the reservations management platform by the customer directly.

2. Credit

2.1 This document was created by SEPI Marketing Incorporated

3. Term

3.1 This Agreement shall come into force upon the Effective Date.

3.2 This Agreement shall continue in force indefinitely OR will be subject to termination in accordance with Clause 18.

4. Reservation Management Platform

4.1 The Provider shall ensure that the Platform will, on the Effective Date, automatically generate an Account for the Customer, and provide to the Customer login details for that Account.

4.2 The Provider hereby grants to the Customer a non-exclusive license to use the Reservation Management Platform by means of a Supported Web Browser for the internal business purposes of the Customer in accordance with the Documentation during the Term.

4.3 The license granted by the Provider to the Customer under Clause 4.2 is subject to the following limitations:

- (a) Reservation Management Platform may only be used by the officers, employees, agents and subcontractors of the Customer;
- (b) Reservation Management Platform may only be used by the named users identified in Schedule 1 Reservation Management Platform providing that the Customer may change, add or remove a designated named user in accordance with the procedure set out therein; and
- (c) The Reservation Management Platform must not be used at any point in time by more than the number of concurrent users specified in Schedule 1 Reservation Management Platform, if the Customer may add or remove concurrent user licenses in accordance with the procedure set out therein.

4.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Provider to the Customer under Clause 4.2 is subject to the following prohibitions:



- (a) The Customer must not sub-license its right to access and use the Reservation Management Platform;
 - (b) The Customer must not permit any unauthorized person to access or use the Reservation Management Platform;
 - (c) The Customer must not use the Reservation Management Platform to provide Platform to third parties;
 - (d) The Customer must not republish or redistribute any content or material from the Reservation Management Platform; and
 - (e) The Customer must not make any alteration to the Platform except as permitted by the Documentation.
- 4.5 The Customer shall use reasonable endeavors, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorized person may gain access to the Reservation Management Service Platform using an administrator Account.
- 4.6 The Provider shall use all reasonable endeavors to maintain the availability of the Reservation Management Platform to the Customer at the gateway between the public Internet and the network of the hosting Platform provider for the Reservation Management Platform, but does not guarantee 100% availability.
- 4.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
- (a) a Force Majeure Event;
 - (b) a fault or failure of the Internet or any public telecommunications network;
 - (c) a fault or failure of the Customer's computer s or networks;
 - (d) any breach by the Customer of this Agreement; or
 - (e) scheduled maintenance carried out in accordance with this Agreement.
- 4.8 The Customer must comply with Schedule 2 Acceptable Use Policy, and must ensure that all persons using the Reservation Management Platform with the authority of the Customer or by means of an administrator account comply with Schedule 2 (Acceptable Use Policy).
- 4.9 The Customer must not use the Reservation Management Platform in any way that causes, or may cause, damage to the Reservation Management Platform or Service or impairment of the availability or accessibility of the Reservation Management Platform.



4.10 The Customer must not use the Reservation Management Platform:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

4.12 The Provider may suspend the provision of the Reservation Management Platform if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Reservation Management Platform on this basis.

5. Maintenance Services

5.1 The Provider shall provide the Maintenance Services to the Customer during the Term.

5.2 The Provider shall where practicable give to the Customer at least 5 Business Days' prior written notice of scheduled Maintenance services that are likely to affect the availability of the Reservation Management Platform or are likely to have a material negative impact upon the Reservation Management Platform, without prejudice to the Provider's other notice obligations under this main body of this Agreement.

5.3 The Provider shall give to the Customer at least 5 Business Days' prior written notice of the application of an Upgrade to the Platform.

5.4 The Provider shall give to the Customer written notice of the application of any security Update to the Platform and at least 5 Business Days prior written notice of the application of any non-security Update to the Platform.

5.5 The Provider shall provide the Maintenance services with reasonable skill and care.

5.6 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

6. Support Services

6.1 The Provider shall provide the Support Services to the Customer during the Term. Services to include, training, custom programming support for the customer and other technical support as needed



- 6.2 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this main body of this Agreement.
- 6.3 The Provider shall provide the Support Service with reasonable skill and care; properly explaining all aspects of the system to the customer's satisfaction.
- 6.4 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 6.5 The Provider shall respond promptly to all requests through Support Services that are made by the Customer through the helpdesk. Leaving no longer than a 24 hour lapse in communication.
- 6.6 The Provider may suspend the provision of the Support Platform if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Platform on this basis.

7. Customer Data

- 7.1 The Customer hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this
- 7.2 The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 7.3 The Provider shall create a back-up copy of the Customer Data at least weekly, shall ensure that each such copy is sufficient to enable the Provider to restore the Reservation Management Platform to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 day.
- 7.4 Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavors to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 7. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

8. Mobile App

- 8.1 The parties acknowledge and agree that the use of the Mobile App, the parties' respective rights and obligations in relation to the Mobile App and any



liabilities of either party arising out of the use of the Mobile App shall be subject to separate terms and conditions, and accordingly this Agreement shall not govern any such use, rights, obligations or liabilities.

9. No assignment of Intellectual Property Rights

9.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

10. Charges

10.1 The Customer is free to select a Billing Provider of their choice to process Guest accommodation payments and convenience fee payments that are charged by the Provider.

10.2 Convenience Fees are paid by the Guest and collected by the Customer through the Customer's Billing Provider.

10.3 Guest Reservations taken online, over the phone or in person will be subject to a \$3.00 (USD) Convenience Fee charged by the Provider to the Guest. The Convenience Fee is a one-time fee the Guest will pay after their initial balance has been satisfied.

10.4 The Customer will be responsible for collection of the Provider's Convenience fee that will be clearly marked within the Guest's bill.

10.5 The Convenience Fee is a fee charged by the Provider and has no association with any fees that are charged to the Customer by the Customer's Billing Provider.

10.6 The Provider will not charge the Customer for reservations that end as a cancellation or refund.

10.7 The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days written notice of the variation expiring on any anniversary of the date of execution of this Agreement.

11. Payments

11.1 Convenience Fee Payments will be paid for by the Guest in addition to the balance that is owed to the Customer.

11.2 Convenience Fee Payments will be collected by the Customer as Guests close their balances which will include the Provider's Convenience fee.

11.3 Convenience Fee Payments from charges calculated by the Provider have no association with payments that are owed to the Customer's Billing Provider.



- 11.4 Collected Convenience Fee payments from the Customer to the Provider will be calculated and auto-debited daily through the MySites Reservations System which will utilize the preferred payment method of the Customer.
- 11.5 The Customer will have access to daily debit amounts through the Billing Dashboard of MySites for real time auditing purposes.
- 11.6 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may:
 - (a) Charge the Customer interest on the overdue amount at the rate of 8% per annum. Interest will accrue daily until the date of actual payment and be compounded at the end of each named calendar month; or

12. Provider's confidentiality obligations

12.1 The Provider must:

- (a) Keep the Customer Confidential Information strictly confidential;
- (b) Not disclose the Customer Confidential Information to any person without the Customer's prior written consent and then only under conditions of confidentiality;
- (c) Use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) Act in good faith always in relation to the Customer Confidential Information; and
- (e) Not use any of the Customer Confidential Information for any purpose other than the Permitted Purpose.

12.2 Notwithstanding Clause 12.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

12.3 This Clause 12 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

- (a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;



- (b) is or becomes publicly known through no act or default of the Provider;
or
- (c) Has been obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

12.4 The restrictions in this Clause 12 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognized stock exchange.

12.5 The provisions of this Clause 12 shall continue in force indefinitely following the termination of this Agreement OR for a period of 5 years following the termination of this Agreement, at the end of which period they will cease to have effect.

13. Data protection

13.1 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or about this Agreement, and that the processing of that Personal Data by the Provider for the Permitted Purpose in accordance with this Agreement will not breach any applicable data protection or data privacy laws.

13.2 To the extent that the Provider Processes Personal Data disclosed by the Customer, the Provider warrants that:

- (a) it will act only on instructions from the Customer in relation to the processing of that Personal Data;
- (b) it has in place appropriate security measures (both technical and organizational) against unlawful or unauthorized processing of that Personal Data and against loss or corruption of that Personal Data

14. Warranties

14.1 The Provider warrants to the Customer that:

- (a) The Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) The Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and
- (c) The Provider has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.



14.2 The Provider warrants to the Customer that:

- (a) The Reservation Management Platform will conform in all respects with the Reservation Management Platform Specification;
- (b) The Reservation Management Platform will be free from defects;
- (c) The application of Updates and Upgrades to the Platform by the Provider will not introduce any Reservation Management Platform Defects into the system;
- (d) The Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
- (e) The Platform will incorporate security features reflecting the requirements of good industry practice.

14.3 The Provider warrants to the Customer that the Reservation Management Platform, when used by the Customer in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under law.

14.4 The Provider warrants to the Customer that the Reservation Management Platform, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

14.5 If the Provider reasonably determines, or any third party alleges, that the use of the Reservation Management Platform by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

- (a) modify the Reservation Management Platform in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procure for the Customer the right to use the Reservation Management Platform in accordance with this Agreement.

14.6 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

14.7 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

15. Acknowledgements and warranty limitations



- 15.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Reservation Management Platform will be wholly free from defects, errors and bugs.
- 15.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Reservation Management Platform will be entirely secure.
- 15.3 The Customer acknowledges that the Reservation Management Platform is designed to be compatible only with that software and those specified as compatible in the Reservation Management Platform Specification; and the Provider does not warrant or represent that the Reservation Management Platform will be compatible with any other software.
- 15.4 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Reservation Management Platform; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Reservation Management Platform or the use of the Reservation Management Platform by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

16. Limitations and exclusions of liability

- 16.1 The limitations and exclusions of liability set out in this Clause 16 and elsewhere in this Agreement:
 - (a) are subject to Clause 16.1; and
 - (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- 16.2 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.
- 16.3 The Provider shall not be liable to the Customer in respect of any loss of profits or anticipated savings.
- 16.4 The Provider shall not be liable to the Customer in respect of any loss of revenue or income.
- 16.5 The Provider shall not be liable to the Customer in respect of any loss of use or production.



- 16.6 The Provider shall not be liable to the Customer in respect of any loss of business, contracts or opportunities.
- 16.7 The Provider shall not be liable to the Customer in respect of any loss or corruption of any data, database or software providing that this Clause 16.8 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 7.3 and Clause 7.4.
- 16.8 The Provider shall not be liable to the Customer in respect of any special, indirect or consequential loss or damage.
- 16.9 The liability of the Customer to the Provider under this Agreement in respect of any event or series of related events shall not exceed the greater of:
- (a) \$5,000.00 and
 - (b) The total amount paid and payable by the Customer to the Provider under this Agreement in the 12-month period preceding the commencement of the event or events.

17. Force Majeure Event

- 17.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement, that obligation will be suspended for the duration of the Force Majeure Event.
- 17.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
- (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 17.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

18. Termination

- 18.1 Either party may terminate this Agreement by giving to the other party at least 30 days' written notice of termination.
- 18.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.
- 18.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:



- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all or substantially all of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up; or
- (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

19. Effects of termination

- 19.1 Upon the termination of this Agreement, all the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): [Clauses 1, 4.11, 8, 11.2, 11.4, 12, 16, 19, 22 and 23].
- 19.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.
- 19.3 Within 30 days following the termination of this Agreement for any reason:
 - (a) the Customer must pay to the Provider any Charges in respect of Platform provided to the Customer before the termination of this Agreement; and without prejudice to the parties' other legal rights.

20. Notices

- 20.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods using the relevant contact details set



out in Clause 20.2 and Part 3 of Schedule 1 (Reservation Management Platform particulars):

- (a) Delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) Sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

20.2 The Provider's contact details for notices under this Clause 20 are as follows:

SEPI Marketing Inc.
Attn: Brian McGuinn
7676-B Peters Road
Plantation, FL 33324
Or Email
brian@sepub.com

20.3 The addressee and contact details set out in Clause 20.2 and Part 3 of Schedule 1 (Reservation Management Platform) may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 20.

21. Subcontracting

21.1 The Provider must not subcontract any of its obligations under this Agreement without the prior written consent of the Customer.

21.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

21.3 Notwithstanding any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of Platform in relation to the support and maintenance of elements of the Platform.

22. General

22.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

22.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other



provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

- 22.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 22.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 22.5 This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 22.6 Subject to Clause 16.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 22.7 This Agreement shall be governed by and construed in accordance with the laws of the United States of America.
- 22.8 The courts of the United States of America shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

23. Interpretation

- 23.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 23.2 The Clause headings do not affect the interpretation of this Agreement.
- 23.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.



Execution

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY *[[individual name]* on *[.....]*, the Provider] OR *[[individual name]* on *[.....]*, duly authorized for and on behalf of the Provider]:

.....

SIGNED BY *[[individual name]* on *[.....]*, the Customer] OR *[[individual name]* on *[.....]*, duly authorized for and on behalf of the Customer]:

.....

Schedule 1 (Reservation Management Platform)

1. Specification of Reservation Management Platform

Reservation Management Platform refers to the MYSites Reservation System within MobileRVing.com and MobileRVing 2.0.

There are no limitations on the amount of reservations added to the system or data usage utilized by the resort.

Unlimited licenses are included within this system. Users can create their own sub users within the system and customize their permissions.

The Customer can install multiple properties within their Resort User Dashboard.

Reports, CRM and Email Marketing modules are included with the system at no additional cost.

The Reservation Management Platform does generate printable PDF invoices for guests and invoice e-mail capabilities are included as well.

The Reservation Management Platform does contain a site grid, interactive map, and customized programming if needed.

Reservations are for Outdoor recreation accommodations include but are not limited to: RV Sites, Primitive Camping Sites, Cabins, Yurts, Teepees, Tree Houses, Lots, Tiny Houses, Casitas, Lodges, Wagons or Caves.

The system can be accessed by the consumer one of three ways, a MobileRVing Reservation widget installed within customer's website, manual entry through the Walk-in Module, or from free marketing forms located throughout MobileRVing.com & MobileRVing 2.0.

2. Financial provisions



The reservation system does not retain consumer credit card information. All credit card and bank account data is submitted through the billing provider selected by the property. The Customer can choose their billing provider within the "Billing Dashboard", located in the administrative section of the system.

Each reservation logged into the Reservation Management Platform is considered a billable reservation with the exception of cancellations and refunds.

Reservations that comply with the above standards are billed, only one time, for \$3.00 USD. This expense is passed on to the guest but paid for by the customer.

All reservations will be batch paid daily. Itemized reports for billing are available within the billing dashboard.

Charge disputes can be handled through the support center: 800-832-3292. Mondays through Fridays from 8am-5pm eastern standard time.

3. Contractual notices

Must be submitted in writing or via email to:

SEPI Marketing Inc.

*Attn: Brian McGuinn
7676-B Peters Road
Plantation, FL 33324
brian@sepub.com*



Schedule 2 (Acceptable Use Policy)

1. Introduction

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
- (a) the use of the website at [*mobilervng.com*], any successor website, and the Platform available on that website or any successor website (the "**Platform**"); and
 - (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Platform ("**Content**").
- 1.2 References in this Policy to "you" are to any customer for the Platform and any individual user of the Platform (and "your" should be construed accordingly); and references in this Policy to "us" are to *SEPI Marketing* (and "we" and "our" should be construed accordingly).
- 1.3 By using the Platform, you agree to the rules set out in this Policy.
- 1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Platform.
- 1.5 You must be at least 18 years of age to use the Platform; and by using the Platform, you warrant and represent to us that you are at least 18 years of age.

2. General usage rules

- 2.1 You must not use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform.
- 2.2 You must not use the Platform:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

- 3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not give rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 3.2 Content must not:



- (a) Be libelous or maliciously false;
 - (b) Be obscene or indecent;
 - (c) Infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) Infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) Constitute negligent advice or contain any negligent statement;
 - (f) Constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - (g) Be in contempt of any court, or in breach of any court order;
 - (h) Constitute a breach of racial or religious hatred or discrimination legislation;
 - (i) Be blasphemous;
 - (j) Constitute a breach of official secrets legislation; or
 - (k) Constitute a breach of any contractual obligation owed to any person.
- 3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

- 4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children over 12 years of age.
- 4.2 Content must not depict violence in an explicit, graphic or gratuitous manner].
- 4.3 Content must not be pornographic or sexually explicit.

5. Factual accuracy

- 5.1 Content must not be untrue, false, inaccurate or misleading.
- 5.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion].

6. Negligent advice



- 6.1 Content must not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and you must not use the Platform to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory Platform.
- 6.2 Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7. Etiquette

- 7.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behavior on the internet.
- 7.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 7.3 Content must not be liable to cause annoyance, inconvenience or needless anxiety.
- 7.4 You must not use the Platform to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
- 7.5 You must not use the Platform for the purpose of deliberately upsetting or offending others.
- 7.6 You must not unnecessarily flood the Platform with material relating to a particular subject or subject area, whether alone or in conjunction with others.
- 7.7 You must ensure that Content does not duplicate other content available through the Platform.
- 7.8 You must ensure that Content is appropriately categorized.
- 7.9 You should use appropriate and informative titles for all Content.
- 7.10 You must at all times be courteous and polite to other users of the Platform.

8. Marketing and spam

- 8.1 Content must not constitute or contain spam, and you must not use the Platform to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 8.2 You must not send any spam to any person using any email address or other contact details made available through the Platform or that you find using the Platform.



- 8.3 You must not use the Platform to promote or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar letters, schemes or programs.

9. Gambling

- 9.1 You must not use the Platform for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

10. Monitoring

- 10.1 You acknowledge that we may actively monitor the Content and the use of the Platform.

11. Data mining

- 11.1 You must not conduct any static or automated data scraping, data mining, data extraction or data harvesting, or other static or automated data collection activity, by means of or in relation to the Platform.

12. Hyperlinks

- 12.1 You must not link to any material using or by means of the Platform that would, if it were made available through the Platform, breach the provisions of this Policy.

13. Harmful software

- 13.1 The Content must not contain or consist of, and you must not promote or distribute by means of the Platform, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 13.2 The Content must not contain or consist of, and you must not promote or distribute by means of the Platform, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.



The below signature signifies that you agree to the terms of this agreement.

Name: _____

Date: _____

Hart County GA

Name: _____

Date: _____

SEPI Marketing

12 b)



MEMORANDUM

Terrell Partain,
County Administrator
October 23, 2020

RE: Item 12 B Board Appointments

We still have many openings both now and beginning January 1, 2021 on several boards.

Attached is a list from Lawana listing these. She has made contact with all existing members that are up for re-appointment as well as advertising several times in the Hartwell Sun for openings.

January 2020

Board/Authority Candidates

Hart County Board of Commissioners is seeking candidates to fill the following Board/Authority positions (current members' term expires as indicated below). A brief questionnaire can be downloaded from the county's website at www.hartcountygga.gov or by contacting the Administrative Office @ 800 Chandler Street 706-376-2024.

- Board of Health (1 member) to fill an unexpired term (term expires 12/31/2021)
- Board of Tax Assessors (2 members) (term expires 12/31/2020)
- Chestatee-Chattahoochee RC&D (2 members) (term expires 12/31/2020)
- Department of Family & Children Services (1 member) (term expires 6/30/2024)
- Joint Development Authority (2 members) (term expires 12/31/2020)
- Recreation Advisory Board (3 members) (term expires 12/31/2020)

Questionnaire must be submitted to the Administrative Office for the Board of Health no later than October 8, 2020; Recreation Advisory Board no later than noon October 30, 2020 all other positions no later than November 24, 2020.

Board/Authority Candidates

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1 candidate
1 candidate

9/24/2020 Edition



MEMORANDUM

Terrell Partain,
County Administrator
October 23, 2020

RE: Item 13 A 2021 LMIG Road Re-Paving Selection

We need to set a date to survey the roads you wish to be added to the FY12-22 LMIG re-paving list. I have to complete the application process before the end of this year.



MEMORANDUM

Terrell Partain,
County Administrator
October 23, 2020

RE: Item 13 B Resolution Authorizing County Administrator to Sign GDOT 5311
Program Grant

Attached is a Resolution that is require each year that authorized the County
Administrator to sign the paperwork involved in the GDOT 5311 Transit Program.

10-27-2020 13-C

hartcoems@hartcom.net

From: Peggy Vickery <peggyvickery@gmail.com>
Sent: Thursday, October 22, 2020 8:39 AM
To: Frankie Teasley; Joey Dorsey; Marshall Sayer; Ricky Carter; Terrell Partain; Christine Blomberg
Subject: Christmas Tree Lighting

Good Morning,

This year the Hartwell Main Street and the Hart Chamber of Commerce will partner together to plan the annual Christmas Tree Lighting.

The date has been set for November 24, to begin at 5 p.m. with Santa to arrive around 5:20 p.m... Due to the CDC guidelines, in which we will honor, the event will be scaled down to Santa coming, and Cornerstone Church will have a live nativity scene.

We hope each of you to be there to participate with us, but we would like your permission to have two Vietnam veterans to have the honor to light the tree. We would love for you to say something, welcome everyone there, and maybe pass the honor to them to pull the switch for the lighting.

Just let me know if you approve, and we will get in touch with the veterans to ask them.

Thanks so much for all you do for our community.
Peggy Vickery

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Peggy Vickery
Hartwell Main Street
706-436-6080