



Hart County Board of Commissioners
Tuesday March 24, 2026
6:00 p.m.
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
 - 03/10/2026 Regular Meeting
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
Jason Spencer, Public Works Director
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Driveway Aprons Akins Lunsford and Farm Roads
 - b) Job Description Fire Department Administrative Assistant
 - c) Job Description County Buildings Custodian
 - d) Bid opening Fire Department turnout gear
 - e) Bid opening Paynes Creek lawn care
 - f) Job Description Recreation Coordinator
 - g) Reappoint to State EMS advisory Board, Terrell Partain and Mike Adams
13. NEW BUSINESS
 - a) Amendment to Chapter 6 Alcohol Beverages, Article II License (6-42)
 - b) 911 / SO Radio controls and consoles upgrade
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Personnel – Litigation – Real Estate
16. ADJOURNMENT



Hart County Board of Commissioners
Tuesday March 10, 2026
6:00 p.m.
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
02/24/2026 Regular Minutes
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
Jason Spencer, Public Works Director
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Distilled Spirits for Kelly Anne Ross D/B/A as Tilly's Bar and Grill (on site consumption)
 - b) Beer & Wine Applications for Kelly Anne Ross D/B/A as Tilly's Bar and Grill (on site consumption)
 - c) Road Striping Discussion
 - d) Gun Range Ordinance
13. NEW BUSINESS
 - a) Hart Hope & Freedom (Leah Tolbert) Grant Request (Opioid Settlement)
 - b) Permission to Solicit Bids for Carpet for Recreation Department Batting Cage – **Added**
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation – Personnel – Real Estate
16. ADJOURNMENT

Hart County Board of Commissioners
March 10, 2026
6:00 p.m.

Hart County Board of Commissioners met March 10, 2026 at 6:00 p.m. at the Hart County Administrative & Emergency Services Center.

Chairman Marshall Sayer presided with Commissioners Michael Bennett, Frankie Teasley, Jeff Brown and Joey Dorsey in attendance.

1. PRAYER

Chairman Sayer offered prayer.

2. PLEDGE OF ALLEGIANCE

Everyone stood in observance of the Pledge of Allegiance.

3. CALL TO ORDER

Chairman Sayer called the meeting to order.

4. WELCOME

Chairman Sayer welcomed all those in attendance via in person, HTC Channel 3 and Board of Commissioners YouTube site.

5. APPROVE AGENDA

Commissioner Teasley moved to amend and approve the agenda to add item 13b) Permission to Solicit bids for Carpet for Recreation Department Batting Cages. Commissioner Bennett provided a second. The motion carried 5-0.

6. APPROVE MINUTES OF PREVIOUS MEETING(S)
02/24/2026 Regular Minutes

Commissioner Bennett moved to approve the 02/24/2026 Regular Meeting Minutes. Commissioner Teasley provided a second. The motion carried 5-0.

7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
None

8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
Jason Spencer, Public Works Director

Jason Spencer, Public Works Director, provided an update on how each department within Public Works will handle reports and work orders.

9. COUNTY ADMINISTRATOR'S REPORT

None

10. CHAIRMAN'S REPORT

Chairman Sayer encouraged citizens to attend the TSPLOST meeting this upcoming Thursday.

11. COMMISSIONERS' REPORTS

Commissioner Bennett also encouraged anyone able to attend the TSPLOST meeting at the Ag Center and expressed gratitude to all County Employees for their ongoing dedication and hard work.

Commissioner Teasley expressed appreciation to all Public Safety and Animal Control; thanked those involved in the Polar Bear plunge.

Commissioner Brown sent out Happy Birthday wishes to his daughter, Camilla.

Commissioner Dorsey offered condolences to the family of Phil Hertz; Little League opening day is this Saturday; requested an update on the trash contract concerning hauling waste; Open Records / Open Meetings training next Thursday.

County Administrator Terrell Partain spoke with Waste Management to address the issue, while Public Works Director Jason Spencer contacted a private hauler for additional estimates before meeting with Waste Management.

12. OLD BUSINESS

- a) Distilled Spirits for Kelly Anne Ross D/B/A as Tilly's Bar and Grill (on site consumption)

Commissioner Bennett moved to approve the Distilled Spirits license for Kelly Anne Ross D/B/A as Tilly's Bar and Grill (on site consumption). Commissioner Brown provided a second. The motion carried 5-0.

- b) Beer & Wine Application for Kelly Anne Ross D/B/A as Tilly's Bar and Grill (on site consumption)

Commissioner Teasley moved to approve the Beer & Wine license for Kelly Anne Ross D/B/A as Tilly's Bar and Grill (on site consumption). Commissioner Bennett provided a second. The motion carried 5-0.

- c) Road Striping Discussion

Commissioner Dorsey moved to approve for County Administrator Terrell Partain and Public Works Director Jason Spencer to put together a new bid packet with smaller sections of road for the Road Striping and to bring back before the Board for approval. Commissioner Brown provided a second. The motion carried 5-0.

- d) Gun Range Ordinance

No Action

13. NEW BUSINESS

- a) Hart Hope & Freedom (Leah Tolbert) Grant Request (Opioid Settlement)

No Action

b) Permission to Solicit Bids for Carpet for Recreation Department Batting Cage - **Added**

Commissioner Teasley moved to grant permission to solicit bids for Carpet for Recreation Department Batting Cage. Commissioner Bennett provided a second. The motion carried 5-0.

14. PUBLIC COMMENT

Bill Schmitz of Liberty Hill Road addressed the Board regarding the possibility of lowering the speed limit on Liberty Hill Road.

Commissioner Dorsey stated there is no speed limit on GDOT radar ordinance for Liberty Hill Rd. The Sheriff Department cannot run radar on this road.

Chairman Sayer suggested to have Public Works Director Jason Spencer investigate this to see what can be done.

Tom Olive, who resides on Old Oak Trail, approached the Board seeking their assistance in relocating a fire hydrant situated in the driveway of a property he recently bought. The Water & Sewer Authority informed him that the hydrant could be moved, but only at his own expense.

Kim Higginbotham, County Attorney for both BOC and the Hart County Water & Sewer Authority, explained that Mr. Olive bought the property fully aware of the presence of the fire hydrant.

Mr. Olive stated that he did not pay attention to the fire hydrant when he purchased the property.

Commissioner Dorsey said the Board should not discuss this issue because Mr. Olive has consulted an attorney.

15. EXECUTIVE SESSION – Litigation – Personnel – Real Estate

Commissioner Dorsey moved to exit the Regular Meeting and enter Executive Session Litigation – Personnel – Real Estate. Commissioner Brown provided a second. The motion carried 5-0.

Commissioner Dorsey moved to exit Executive Session and reconvened the regular meeting. Commissioner Brown provided a second. The motion carried 5-0.

Commissioner Dorsey moved to rescind the stop work order for His Vision on 60 Melody Point and 304 Melody Lane for His Vision to come into compliance within 90 days. Commissioner Brown provided a second. The motion carried 5-0.

16. Adjournment

Commissioner Dorsey moved to adjourn the meeting. Commissioner Bennett provided a second. The motion carried 5-0.

Marshall Sayer, Chairman

Lisa Evans, County Clerk

HART COUNTY BOARD OF COMMISSIONERS

Draft Ordinance Amendment

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF HART COUNTY, GEORGIA; TO REVISE SECTION 82-61 REGARDING SPEED LIMITS AND POSTING OF REGULATORY SPEED LIMIT SIGNS; TO CREATE A NEW SECTION IN CHAPTER 66 REGARDING COUNTY ROAD TRAFFIC CONTROL SIGNS AND MUTCD COMPLIANCE; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER LAWFUL PURPOSES.

Drafting Note: This version preserves Section 82-61 for speed-zone authority and speed-limit sign posting, while placing broader MUTCD sign standards in a new Chapter 66 section.

WHEREAS:

Hart County is responsible for the installation and maintenance of traffic control signs on county-maintained roads; and

The Board of Commissioners desires to preserve the existing speed zone authority under O.C.G.A. § 40-6-183 while separately establishing countywide standards for traffic sign design, placement, retroreflectivity, maintenance, and sign compliance; and

The Board finds it in the public interest to require that county traffic control devices conform to the current Manual on Uniform Traffic Control Devices, as adopted and supplemented by the State of Georgia.

NOW, THEREFORE, BE IT ORDAINED by the Hart County Board of Commissioners as follows:

SECTION 1. Amendment to Sec. 82-61

Sec. 82-61. Speed limits; posting of regulatory speed limit signs.

(a) Pursuant to O.C.G.A. § 40-6-183, concerning alteration of speed limits by local authorities, the following speed zones are established based on an engineering and traffic investigation:

[Insert existing road list / speed zones here without change.]

Road list and adopted speed zones remain as presently codified unless separately amended by the Board.

(b) Regulatory speed limit signs reflecting the speed zones established by this section shall be installed and maintained on county roads in substantial conformance with the current Manual on Uniform Traffic Control Devices (MUTCD), as adopted and supplemented by the State of Georgia, and any applicable Georgia Department of Transportation requirements.

(c) Speed limits established under this section shall be posted and maintained as required by applicable law for enforcement purposes.

(d) Roads approved for use of speed detection devices shall be those adopted by the Board and maintained on the applicable GDOT-approved road list, as amended from time to time.

HART COUNTY BOARD OF COMMISSIONERS

Draft Ordinance Amendment

SECTION 2. New Section in Chapter 66

Chapter 66 – Roads and Bridges

Sec. 66-___. County road traffic control signs; MUTCD compliance.

- (a) Applicability.** This section shall apply to all traffic control devices installed, maintained, replaced, or upgraded by Hart County within county-maintained road rights-of-way.
- (b) General standard.** All traffic control devices installed or maintained by Hart County, including but not limited to regulatory signs, warning signs, stop signs, advance warning signs, street name signs, guide signs, and supplemental plaques, shall conform to the current MUTCD, as adopted and supplemented by the State of Georgia, unless otherwise required by state law or Georgia Department of Transportation regulation.
- (c) Design and placement.** Sign size, legend, color, retroreflectivity, placement, mounting height, and lateral offset shall comply with the MUTCD and applicable Georgia standards.
- (d) Maintenance and replacement.** Signs determined to be damaged, faded, missing, illegible, improperly placed, or otherwise out of compliance, including signs that do not meet applicable retroreflectivity requirements, shall be scheduled for repair or replacement as part of routine maintenance priorities.
- (e) Administrative procedures.** The Public Works Director or designee may develop administrative procedures, sign tables, standard details, and inspection practices to implement this section.

Implementation Summary

Provision	Practical Effect
Sec. 82-61	Keeps enforceable speed zones and speed-limit sign posting language tied to adopted limits.
New Chapter 66 section	Creates countywide operational sign standards for MUTCD compliance, retroreflectivity, placement, and maintenance.
Administrative procedures	Allows Public Works to use sign tables and implementation procedures without amending the ordinance each time.

SECTION 3. Repealer

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining portions of this Ordinance.

SECTION 5. Effective Date

This Ordinance shall become effective upon adoption.

SO ORDAINED, this ___ day of _____, 2026.

HART COUNTY BOARD OF COMMISSIONERS

ATTEST:

Chair

County Clerk



MEMORANDUM

Terrell Partain,
County Administrator
March 20, 2026

RE: Item 12 A Driveway Aprons Akins Lunsford and Farm Roads

Commissioner Dorsey requested this be added to the agenda.

These roads were repaired and resurfaced after the detouring of traffic caused by the bridge replacement on Royston Hwy. The paving contract specified 1' aprons to be applied at driveways, which they were. Commissioner Dorsey is getting some complaints from residents about the transition from their driveways into the road surface.

For reference Akins Lunsford and Farm ROW is listed as 60'. Portions of Farm Road were widened by 1' each side during the work.



MEMORANDUM

Terrell Partain,
County Administrator
March 20, 2026

RE: Item 12 B Job Description Fire Department Administrative Assistant

As we have discussed this position will be the center point for all information to be gathered and transmitted to the appropriate local, State and Federal agencies concerning all aspects of the Fire Department. This will help assure that we stay in compliance with regulations, maintain a single receptacle for fire, training, equipment, and other reports to be handled more efficient manner to maintain better records concerning the Firemen's call reporting, response pay, training and retirement records.

It will also free up the full-time firemen from administrative functions to actually perform the duties, hydrant, hose testing, fire planning, etc. they were hired to do. All of which should be a step forward in reducing the ISO ratings.

JOB TITLE: Administrative Assistant

rev 3/26

DEPARTMENT: Fire Department, Hart County

3/11/3 gc
Grade 15

JOB SUMMARY: The purpose of this job is to assist with the administrative functions of the Fire Department. Duties include, but are not limited to providing assistance, guidance, and support to the department and performing other responsibilities as assigned.

MAJOR DUTIES:

- Position will handle the day to day administrative duties of the fire department and provide assistance to the County Chief
- Will provide assistance to the Station Captains, Officers and Firefighters.
- Will assist the County Chief with the procurement of grants.
- Will be responsible for all record keeping of training hours, meetings hours and call responses for each firefighter. Information will be compiled and maintained in Excel spreadsheets to determine eligibility for the Georgia Firefighters' Pension Fund, ISO requirements and Georgia Firefighters Standards and Training Council. This information will also be used at the end of each year to determine the amount of payment due to eligible firefighters. Points Reports are faxed /emailed monthly to each station.
- Will maintain all Incident Reports, i.e., collect reports from all responding stations, enter reports into Image Trend Elite for NERIS (National Emergency Response Information System), provide Incident Reports when requested by homeowners or insurance companies, email structure fire reports to Tax Assessor's Office, request missing reports from stations, etc.
- Will manage the Georgia Firefighters' Pension Fund, i.e., request and mail payments for the pension fund dues, enroll eligible members, submit changes, assist retirees in completion of retirement applications, submit retirement applications, complete and submit creditable service affidavits on each enrolled firefighter yearly, etc.
- Will set up new firefighters, i.e., drug screens, physicals, state paperwork and entry to GFSTC website, county paperwork, waivers, conduct background checks, driving histories, fingerprints, etc.
- Will maintain yearly GBI training/certification for fingerprinting access for the department.

- Will figure payroll hours each pay period for the fulltime and part-time staff of the fire department. A timesheet is submitted biweekly for payroll.
- Will maintain the Georgia Drives e-Services website roster confirming HCFD firefighters' eligibility for a Georgia Firefighter tag.
- Will provide firefighters with appropriate affidavits and paperwork for free Class E and F driver's license.
- Will hold a notary public certification.
- Will maintain the notification system additions and deletions.
- Will code and submit all invoices to accounts payable for payment, review monthly accounts payable report for accuracy, file paid invoices, etc.
- Will maintain records and compile reports of yearly hose testing, dry hydrant and pressurized hydrant testing and maintenance.
- Will compile and provide all requested information and reports for ISO surveys.
- Other responsibilities will include, but not limited to, maintain various reports, type correspondence, issue pagers, create and issue Fire Department ID cards, order supplies, maintain firefighter personnel files, prepare needed paperwork for classes and training, prepare Station Meeting/Training Sign-In books and various manuals for each of the 10 stations yearly, track and maintain inventory of gear and equipment issued to firefighters and equipment located at each station, submit station repair work orders to County Shop or County Maintenance Department, etc.
- Perform other duties as required.

KNOWLEDGE REQUIRED BY THE POSITION:

- Knowledge of basic rural fire fighting scenarios.
- Knowledge of county employment rules, fire department SOP, rules and State regulations.
- Skills in verbal and written communication
- Skill in computer usage (word processing and spreadsheet applications)
- Knowledge of modern office procedures

- Skill in planning and organizing works independently

SUPERVISORY CONTROLS: This person reports to the Fire Chief who assigns work in terms of departmental goals and objectives.

GUIDELINES: Guidelines include established fire department procedures, protocols and regulations, county policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY: This position consists of a variety of duties in administrative support.

SCOPE AND EFFECT: The purpose of this position is for administrative support for the Fire Department

PERSONAL CONTACTS: Contacts are typically with firefighters, training officers, the county administrator, county commissioners, law enforcement officials, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to provide services, exchange information, and resolve problems.

PHYSICAL DEMANDS: The work is typically performed with the employee sitting, standing, walking, bending, and stooping.

WORK ENVIRONMENT: The work is typically performed in an office.

(ADA) MINIMUM PHYSICAL QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS: Must be physically able to operate a variety of automated office machines. Must be able to use body members to work, move, or carry objects or materials. Must be able to exert up to twenty (20) pounds of force occasionally, and/or up to ten (10) pounds of force frequently. Physical demand requirements are at levels of those for sedentary work. Must be able to lift and/or carry weight of twenty (20) to forty (40) pounds.

WORK HOURS: This is a full-time position and will average approximately 40 hours a week. This position does not require the answering of fire call outs

SUPERVISORY AND MANAGEMENT RESPONSIBILITY: None.

MINIMUM QUALIFICATIONS:

- High school diploma or GED
- Public or Business Administration work experience preferred, with some clerical and public safety experience, preferably within local government (or related) -OR- any equivalent combination of education, training, and experience which provides the

requisite knowledge, skills, and abilities for this job.

- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.
- Proficiency in use of computer systems is necessary for functions required for job.



MEMORANDUM

Terrell Partain,
County Administrator
March 20, 2026

RE: Item 12 C Job Description County Buildings Custodian

We have been using several part-time people to perform the cleaning. In most cases this was done after regular business hours. This in itself causes some issues. Most governmental offices contain records and material that prevent them from being entered without the regular office staff being present. This means that the person is only cleaning the "public" areas and not the actual offices.

With a full-time position the cleaning will be done during regular business hours, allowing all office spaces to be cleaned regularly. There is already "cleaning and house keeping dollar budgeted for cleaning. This money is in different agencies and department budgets. These funds will be re-allocated into the General Government buildings budget to cover this employee.

JOB TITLE: County buildings Custodian

Grade 10
03/02/26 TP

SW/

DEPARTMENT: General Government, Hart County

JOB SUMMARY: The purpose of this classification is to perform routine, manual work cleaning and maintaining buildings.

MAJOR DUTIES:

- o Sweeps, mops, scrubs, buffs, waxes, and vacuums floor surfaces; schedules floor work to ensure least possible disruption of work routines in buildings and offices.
- o Dusts and cleans desks and other furniture.
- o Ensures that furniture, appliances, and other large or unsafe materials are not put into recyclables or waste containers.
- o Cleans restroom areas and fixtures; replenishes paper supplies and soap as necessary.
- o Cleans break room and meeting room; cleans kitchen, including microwave, refrigerator, and dishwasher.
- o Cleans interior and exterior windows, walls, interior woodwork, blinds and light fixtures.
- o Empties trash receptacles and deposits collected refuse in proper receptacles, deposits recyclable material in proper receptacles.
- o Sets up meeting room tables and chairs for meetings, classes, and programs related to a county function.
- o Makes scheduled inspections of buildings and surrounding grounds for safety or maintenance problems, addresses or reports problems as necessary
- o Requisitions and receives supplies ensuring inventory is adequate to perform duties of position.
- o Performs emergency clean-up duties.
- o Performs other related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION:

- o Knowledge of policies and procedures pertaining to the use of different cleaning agents and techniques.
- o Knowledge of the proper separation and placement of waste and recyclables.

- o Skill in operating such equipment and tools as a mops, rake, broom, shovel, and hose.
- o Skill in cleaning office equipment.
- o Skill in dealing with the public.
- o Skill in communication.

SUPERVISORY CONTROLS: The Public Works Director or His / Her designee assigns work in terms of detailed and specific instructions. Completed work is spot-checked for compliance with instructions and procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES: Guidelines include state and departmental policies and procedures and supervisory instructions. These guidelines are clear and specific.

COMPLEXITY: The work consists of directly related housekeeping duties.

SCOPE AND EFFECT: The purpose of this position is to maintain the cleanliness of government buildings and offices. Successful performance helps ensure the efficiency and effectiveness of the county system.

PERSONAL CONTACTS: Contacts are typically with co-workers and the general public.

PURPOSE OF CONTACTS: Contacts are typically to exchange information and provide services.

PHYSICAL DEMANDS: Physical Ability: Tasks require the ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds). Sensory Requirements: Some tasks require the ability to perceive and discriminate sounds, odor, and visual cues or signals. Environmental Factors: Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, odor, wetness, fumes, temperature and noise extremes, machinery, vibrations, electric currents, toxic agents, disease, or pathogenic substances.

WORK ENVIRONMENT: The work is typically performed in an office and government buildings, where the employee may be exposed to foul odors, insects, and inclement weather. The use of protective devices may be required.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY: None.

MINIMUM QUALIFICATIONS:

- o High school diploma or GED preferred; supplemented by five months previous experience and/or training that includes housekeeping or custodial work preferred; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
- o No experience requirements.



MEMORANDUM

Terrell Partain,
County Administrator
March 20, 2026

RE: Item 12 D Bid opening Fire Department turnout gear

We have received five (5) bids for the turnout gear.



MEMORANDUM

Terrell Partain,
County Administrator
March 20, 2026

RE: Item 12 E Bid opening Paynes Creek lawn care

We have received Two (2) bids for the lawn care within the park.



MEMORANDUM

Terrell Partain,
County Administrator
March 20, 2026

RE: Item 12 F Job Description Recreation Coordinator

Attached is a job description for this new position to replace one of the current positions in the Recreation Department.

The position that this position will replace is open at this time, leaving the department shorthanded. Jim has several applicants that have applied for it, but we are in a holding pattern until the Board decides on this issue. With this busiest time for the Recreation department, we need some guidance on which direction to go.

JOB TITLE: Program/Athletic/Special Events Program Coordinator

DEPARTMENT: Recreation and Parks Department, Hart County

JOB SUMMARY: The purpose of this classification is to plan, implement, coordinate, and supervise recreation, leisure activities, sports programs, and special events for Hart County Recreation and Parks Department. This position is responsible for the general administration of the areas and facilities utilized for these programs. This position will also assist with special events.

Typical hiring range (\$hr.).

Minimum and Preferred Qualifications

- Bachelor's degree in recreation, sports management, or physical education.
- 1-3 years of experience in recreation/athletic programming
- Knowledge of various athletic fields
- Previous program supervision experience

Typical Tasks

- Plan, organize, and oversee youth and adult programs, athletic leagues, and tournaments.
- Develops seasonal sports schedules to include practices, games, and facility usage.
- Publicizes programs to the public through newspapers, signs, and social media.
- Acts as the public face of the department during programs and events
- Evaluate and adjust programs, based on participation, feedback, and emerging trends.
- Plans seasonal and summer youth camps.
- Recruit, train, evaluate, and supervise coaches, referees, scorekeepers, and program staff.
- Make recommendations for program budgets, including recommendations for program equipment needs.
- Resolves conflicts or concerns professionally and promptly.
- Maintains positive relationships with program participants, local schools, and civic groups.
- Coordinates with maintenance staff to ensure program facilities are program ready and in compliance with safety standards.
- Act as departmental representative at off site programs and activities.
- Maintains inventory of all program and athletic equipment.
- Assists in registration of program participants.
- Assist with facilities rentals
- Provides assistance to other county employees or departments as needed.
- Assists with maintenance of ball fields and other county grounds and facilities

- Inspects recreational facilities to determine safety, adequacy, and maintenance needs; assists with maintenance work as needed
- Registers participants, checks birth certificates, and collects entry fees for a variety of sports events
- Keeps score book during basketball season; records scores, fouls, and time-outs
- Performs all other duties as assigned

Knowledge, Skills and Abilities

- Previous program supervision experience.
- Knowledge of athletic fields and how to prepare those fields for games.
- Knowledge of practice and game scheduling for multiple fields and locations.
- Experience with dealing with program participants.
- Experience with conflict resolution
- Strong interpersonal and communication skills.

Requires drug testing and background verifications including references, criminal record and driver's license checks prior to employment.

KNOWLEDGE REQUIRED BY THE POSITION:

- Knowledge of relevant county and departmental policies and procedures
- Knowledge of sport program rules
- Skill in verbal, written, and interpersonal communication
- Knowledge and skill in the operation of maintenance equipment

SUPERVISORY CONTROLS: The Recreation Director assigns work in terms of somewhat general instructions. Work is reviewed for accuracy and final results.

GUIDELINES: Guidelines include relevant county and departmental policies and procedures and game rules. These guidelines are clear and specific, but may require some interpretation in application.

SCOPE AND EFFECT: The purpose of this position is to give assistance in providing recreation services to community residents and to provide office support to the department. Successful performance contributes to the effective and efficient operation of the department.

PERSONAL CONTACTS: Contacts are typically with co-workers, program participants and their families, coaches, and the general public.

PHYSICAL DEMANDS: The work is typically performed with the employee sitting, standing, walking, bending, crouching, or stooping.

WORK ENVIRONMENT: The work is typically performed in an office and at outdoor facilities, where the employee may be exposed to machinery with moving parts, irritating chemicals, and inclement weather. The use of protective devices may be required.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY: None

PURPOSE OF CONTACTS: Contacts are typically to exchange information and provide services.

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent



MEMORANDUM

Terrell Partain,
County Administrator
March 20, 2026

RE: Item 13 A Amendment to Chapter 6 Alcohol Beverages, Article II License (6-42)

I have been contacted by the Dollar General Corporate office concerning some of their stores obtaining a beer and wine license for off-premises sales unfortunately there is nothing in our ordinance that would allow a large corporation to obtain a license.

I have checked with the City of Hartwell on how they handle this. I have taken their verbiage concerning corporations such as Ingles, Walmart, etc. there the licensee is awarded to the store manager. If the manager changes the license must be re-applied for.

The suggested amendment is attached.

Sec. 6-42. Application.

- (a) Each applicant shall apply to the clerk for a license required by section 6-41 by written application on forms approved by the board. All questions and information requested on the application form shall be filled in and subscribed to by all applicants under oath.
- (b) All applications must be filed at least 30 days prior to the date considered by the board.
- (c) All applications will be considered and licenses granted only at a regular meeting of the board.
- (d) No license shall be granted to any person who is not a resident of the United States of America or to any person who is less than 21 years of age.
 - (1) If the owner of the business for which a license is sought is an individual, the application shall be made by that individual.
 - (2) If the owner of the business for which a license is sought is a firm, partnership or ~~corporation~~ LLC, the application shall be made by one of the partners or an officer of the corporation who is actively engaged in the management of the business and owner of at least 25 percent of the corporation or partnership.
 - (3) If the owner of the business for which a license is sought is a partnership, cooperative, joint venture, association, corporation or nonresident, the application shall be in the name of the resident officer, partner or associate who owns a substantial interest in the business or in the name of the principal resident managing officer or managing agent and the application shall show that the license is for the use of the owner and the owner shall be named.

(Ord. of 5-28-1985, § IV; Amd. of 4-22-2014)



MEMORANDUM

Terrell Partain,
County Administrator
March 20, 2026

RE: Item 13 B 911 / SO Radio controls and consoles upgrade

When we installed the new radio system several years ago, we were able to use the same consoles and control equipment. They have since become obsolete for the newer technology required for today's operations. They have not been supported by the manufacture for several years for the radio components as well as the computer operating system. We are unable to replace the computer components because the current radio control system will not run on the current operating systems available.

This is a manufacturer specific purchase and Mobilecomm is our area distributor.

The cost of the upgrade is \$306,035.86 which includes maintenance for 5 years. This will be paid for by SPLOST VI Public Safety funds.



QUOTATION
232002703

Bill To:
Hart County GA Board of Commissioners
800 Candler St
Hartwell, GA 30643-0000

Ship To:
Hart County GA Board of Commissioners
800 Candler St
Hartwell, GA 30643-0000

Contact: TERRELL PARTAIN
Contact #: 706-376-2024

Contact: TERRELL PARTAIN
Contact #: 706-856-5313

Date: 02/12/2026		Customer #: 102879	Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended
1	SCOUTADMINSETUP	SCOUT ADMIN SETUP FEE	EA	2,285.00	2,285.00
1	SFW-VPG-L1-SK	REDUNDANT BASE VPGATE LICENSE, LEVEL 1, Software Key	EA	16,700.00	16,700.00
4	ACCUSB-HJB-NENA	AVTEC USB NENA HEADSET/HANDSET	EA	1,033.00	4,132.00
4	AVT-USB-FSW-SING	Single Treadle USB PTT Footswitch Accessory for Software Media Workstation, 10' cord	EA	423.00	1,692.00
2	SCOUTSERVER	Server, Windows Server OS, SSD, 1RU,TPM 2.0	EA	7,675.00	15,350.00
1	DISP-KVM-F-RR	1U LCD Folding Display, for Relay Rack Includes Keyboard with trackpad and 8-port KVM	EA	4,228.00	4,228.00
4	SCOUTPC	"Mini PC, Hardened OS for Console Position."	EA	2,950.00	11,800.00
4	ACCUSB-MIC	AVTEX USB PTT DESK MICROPHONE, SCOUT SOFTWARE MEDIA WOKSTATION	EA	776.00	3,104.00
4	ACCUSB-HUB10	10 Port USB Hub, USB3.0	EA	596.00	2,384.00
6	OUTPOSTPLUS-2R	Outpostplus Radio Gateway VOIP 2 Port, POE, Power Supply NOT Included	EA	2,275.00	13,650.00
3	OUTPOSTPLUS-SHELF	Outpostplus Rackmount Shelf (Holds 2 Uni	EA	214.00	642.00
6	3004209T03	"CBL,USA" XTS SERIES CHARGER	EA	9.34	56.04
4	ACCUSB-SPK-2	AVTEC USB DUAL SPEAKER KIT, SCOUT SOFTWARE MEDIA WOKSTATION	EA	1,162.00	4,648.00
6	FHN7485A	ASSY,KIT,FRU: MCD 5000 DESKSET / RGU PWR	EA	113.47	680.82
1	SFW-AB-SK	Redundant Audio Bridge Site License Serv	EA	200.00	200.00
12	OUTPOSTPLUS-XPR	Kit To Add Support for (1) Each Motorola XPR Endpoint. Includes License and Cable	EA	1,104.00	13,248.00
3	SFW-AB-PATCH	Audio Bridge Patch License for redundant service. One (1) per patch. **Must be or in conjunction with SFW-AB or SFW-AB-SK	EA	3,852.00	11,556.00
4	SFW-SCOUT-EX-T1-SK	SCOUT EX CONSOLE- TIER 1 SCOUT ENTERPRIS CONSOLE W/ SOFTWARE AUDIO PACKAGE. INCLUDES SCOUT EX RUNTIME, DMS SEAT	EA	12,100.00	48,400.00



Mobile
Communications
America

MOBILE COMMUNICATIONS AMERICA, INC.
526 OAK ST
GAINESVILLE, GA 30501
Phone: 770-536-2066
Fax: 770-531-9162

QUOTATION
232002703

Page 2

Bill To:
Hart County GA Board of Commissioners
800 Candler St
Hartwell, GA 30643-0000

Ship To:
Hart County GA Board of Commissioners
800 Candler St
Hartwell, GA 30643-0000

Contact: TERRELL PARTAIN
Contact #: 706-376-2024

Contact: TERRELL PARTAIN
Contact #: 706-856-5313

Date: 02/12/2026		Customer #: 102879		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
4	AVT-HEADSET-WIRELESS	WIRELESS HEADSET	EA	1,125.00	4,500.00	
1	SCOUTCARE-T1	1 ADDITIONAL YEAR OF SCOUTCARE INCLUDES NO CHARGE SOFTWARE MAINT 24/7/365 TECH SUPPORT AND WE PORTAL ACCE Option, Tier 1, 60 months	EA	77,500.00	77,500.00	
1	SFW-VPG-MB-SK	REDUNDANT MOBILE LICENSE ADD-ON FOR VPGATE TO ENABLE FRONTIER FOR WIFI, LTE OR FRONTIER SEAT LICENSES.	EA	200.00	200.00	
1	SFW-SCOUT-MB-SK	MOBILE SEAT LICENSE FOR ONE SCOUT CONSOLE POSITION TO ENABLE FRONTIER FOR WI-FI, LTE OR USE AS A REMOTE CONSOLES	EA	6,655.00	6,655.00	
1	SVC-CSLT-PE-U	AVTEC PROFESSIONAL SERVICES	EA	32,000.00	32,000.00	
1	SIP-GW-8FXO	CISCO SESSION INITIATION PROTOCOL (SIP) TELEPHONY GATEWAY, SUPPORTS EIGHT EACH FXO CIRCUITS	EA	21,785.00	21,785.00	
1	SIP	SIP Channel License USE NUMBER SIPGWFOSUBLIC, ANNUAL SUBSCRIPTION LICENSE FOR CISCO SIP GATEWAY, 8FXO	EA	1,200.00	1,200.00	
1	FT-FR	FIELD TECH LABOR FLAT RATE 1 tech for 1 week assisting Motorola who will be providing set up.	EA	7,440.00	7,440.00	



MOBILE COMMUNICATIONS AMERICA, INC.
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Page 3

Bill To:
 Hart County GA Board of Commissioners
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 Hartwell, GA 30643-0000

Contact: TERRELL PARTAIN
Contact #: 706-376-2024

Contact: TERRELL PARTAIN
Contact #: 706-856-5313

Date: 02/12/2026		Customer #: 102879	Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:

Customer Rep: DAN HOOPER
 Phone #:
 Email: danhooper@callmc.com

Subtotal : \$306,035.86
 Tax : \$0.00
 Total Quote : \$306,035.86

Quote Valid for 30 Days.

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

All orders are subject to the MCA Terms and Conditions attached hereto and incorporated by reference.

Order are also subject to partial shipment and partial invoice.

Tax calculations provided are estimates and are subject to change.



MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

The following Terms and Conditions ("T&Cs"), together with the terms of the relevant Quote, and any other documents incorporated herein by reference, constitute the sole and entire agreement ("Agreement") between Mobile Communications America, Inc. a Delaware corporation ("MCA") and the Buyer whose name appears on the signature page of the Quote ("Buyer"; MCA and Buyer are referred to collectively as the "Parties" and each, individually, a "Party") with respect to the equipment and/or parts ("Goods") and/or services ("Services"; collectively, the "Work") to be provided by MCA to Buyer in the Quote, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The quantity, quality and description of the Goods shall be as specified in an applicable Quote and/or any applicable specification agreed to in writing by the Parties. With respect to Services, any Quote is expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

By accepting a Quote, Goods or Services from MCA, Buyer's consent to this Agreement will be conclusively established regardless of the manner of acceptance. Buyer acknowledges and agrees to this Agreement and no other terms and conditions issued on Buyer's PO or other work/order form are incorporated or will apply unless agreed upon by both Parties in writing and signed by the Parties. This Agreement will prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and does not serve to modify or amend this Agreement. In the event of any conflict between these T&Cs and the Quote, these T&Cs shall govern, unless the Quote expressly states that the terms and conditions of the Quote shall control.

1. **INDEPENDENT CONTRACTORS.** Neither the transactions contemplated by the Agreement or any other document between the Parties are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party.
2. **SHORTAGES AND DEFECTS OF GOODS:** Buyer will be deemed to have accepted the Goods unless MCA is notified in writing of the rejection of any unit of the Goods within three (3) days of receipt. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Goods against which any claim is made. Buyer shall not return any Goods to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the rejected Goods to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.
3. **PRICING AND PAYMENT:** Pricing for the Services or the Goods, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Quote. All quotations reflect U.S. Dollars. Buyer acknowledges that prices may fluctuate due to manufacturer costs, supply chain variances, tariffs or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust prices accordingly and/or cancel Quotes at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Quotes for any reason is reserved by MCA even if a previous quotation has been made. All payments must be made in U.S. Dollars. Payment shall be due and payable no later than thirty (30) days from the date of invoice. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Goods, until such time as MCA receives cleared available funds. Each Quote, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Payment shall not be withheld on account of any claim by Buyer against MCA. Buyer shall not and acknowledges that it will have no right, under this Agreement or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work in good faith to resolve the dispute as to the balance within thirty (30) days from notice of the disputed portion, at which point Buyer agrees to pay that portion whether an agreement has been reached or otherwise. Any invoiced amount which is not paid in accordance with this Agreement shall be considered overdue. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement. If services, installation and/or shipments (as applicable to a particular Quote) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Goods held for the Buyer shall be at the risk and expense of the Buyer. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and Goods has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Quote then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.
4. **STANDARD TERMS WITHOUT CREDIT:** If Buyer has not established preliminary credit with MCA, prepayment of the full amount of any invoice is required, unless such requirement is waived by MCA in its sole and absolute discretion.
5. **STANDARD TERMS WITH CREDIT:**
 - a. Up to \$50,000.00 – within Net thirty (30) days after date of invoice submitted by MCA.
 - b. Over \$50,000.00 may require the below milestone payments:
 - 40% down once a Quote is accepted by MCA
 - 50% once materials shipped for Buyer's use
 - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.
6. **NON-STANDARD CREDIT TERMS:** Negotiable prior to Quote acceptance.

7. **NON-STANDARD PAYMENT TERMS:** Non-standard payment terms which include cash payments and credit card payments by customers with credit terms with MCA, may be subject to convenience fees, in MCA's sole and absolute discretion.
8. **LATE FEES:** MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period, to charge Buyer interest at the rate of 1.5% on any past due amount.
9. **TAXES:** The prices stated in any quote or Quote may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Goods will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.
10. **SECURITY INTEREST.** Buyer grants to MCA a purchase money security interest in the Goods, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. MCA shall have the right to enter Buyer's premises and repossess and remove any Goods if full payment has not been timely received by MCA.
11. **DELIVERY:** Unless otherwise specifically stated in an agreement signed by the Parties, delivery of all Goods shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. The Goods shall be delivered to the delivery address stated in the Quote. Shipping or delivery dates are best estimates only, in either case during the Buyer's usual business hours. MCA will arrange for ground shipment through a carrier of its choice unless a specific carrier has been mutually agreed upon in writing by both Buyer and MCA. All shipping charges will be prepaid by MCA and subsequently added to the Buyer's invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Upon MCA's notification to the Buyer of delivery, or upon storing the Goods at the Buyer's request, the Buyer is deemed to have accepted the Goods, and thus, the ownership and all associated liabilities for the Goods. Upon delivery, any and all risks related to the possession, use, or maintenance of the Goods shall be borne solely by the Buyer. Insurance is the sole responsibility of the Buyer. MCA is not responsible for procuring insurance for the Goods, and the cost of any insurance coverage will not be included in the Product price unless explicitly requested by the Buyer at the time of Quote acceptance. Should the Buyer request MCA to insure the Goods, the associated costs will be added to Buyer's invoice. MCA reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.
12. **INSPECTION:** MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Goods prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Goods will perform as anticipated per the written guidelines of the applicable manufacturer of any particular Goods (each, a "Manufacturer"), and if the Buyer so informs MCA within three (3) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such three (3)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.
13. **CANCELLATION.** In the event of a cancellation by Buyer for any reason, Buyer will be responsible for payment to MCA for all Goods received, all non-cancelable goods on order with third-party suppliers, as well as Services provided up to the date of cancellation as follows:
 - a. Goods: Buyer will pay the full price for all Goods that have been delivered and received, or which are in transit, whether to the project site or as Offsite Stored Materials, through the date that notice of cancellation is received by MCA. These Goods will be invoiced at the previously agreed-upon rates and payment will be made within 30 days of the date of invoice.
 - b. Goods on Order and Non-Cancelable: Buyer will pay the full agreed upon price for all Goods that have been ordered specifically for the project and which cannot be canceled or returned for full reimbursement. This includes any custom-made items or materials that were procured for the project. These Goods will be invoiced at the previously agreed-upon rates and payment shall be made within 30 days of the date of invoice.
 - c. Services Provided: Buyer will pay for all Services rendered by MCA up to the date notice of project cancellation is received by MCA. The Services will be invoiced at the previously agreed-upon rates and payment will be made within thirty (30) days from the date of the invoice. Services provided include but are not limited to consultation, design, installation labor, project management, subcontracted services and any other services outlined in the Agreement.
 - d. Returnable or Cancelable Goods: May be returned at Buyer's expense and may be subject to restocking charges. Programmed Goods may be returned at MCA's discretion and will be subject to a reprogramming fee.
14. **WARRANTY:**
 - a. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Goods provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
 - b. **LIMITED SERVICES WARRANTY.** MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferable to any third party (including any Affiliate of Buyer).
 - c. **WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

- d. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of MCA.
- e. **EXCLUSIVE REMEDIES.** Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.
15. **AFFILIATES.** MCA reserves the right, without prior notice to Buyer, to provide any Goods through, or cause any of its obligations under this Agreement to be performed by any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by the Agreement with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Quotes. For the purposes of this Agreement, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services to be provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.
16. **FORCE MAJEURE:** MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.
17. **GOVERNMENT CONTRACTS:** In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Goods are purchased as Commercial Services or Commercial Goods, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Quotes—Commercial Goods and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of a Quote by MCA.
18. **FCC AND OTHER GOVERNMENT MATTERS:** Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.
19. **NON-SOLICITATION.** MCA expends considerable resources including money, time, training, etc. to properly train and educate its employees. MCA experiences considerable financial and other harm when its employees are recruited and hired by customers. Therefore, Buyer agrees to not recruit or solicit any MCA employee until and after such employee has terminated his employment with MCA for a period of at least one (1) year. In consideration of MCA performing its services under this Agreement, Buyer acknowledges MCA's damages in such event and agrees to pay as liquidated damages for breach of this Section a one-time payment equal to five hundred (500) times the then standard technician hourly billable rate, which is currently \$200/hour.
20. **PATENT, COPYRIGHT AND TRADEMARKS:**
- COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Goods ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the Goods which incorporate the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
 - REVERSE ENGINEERING:** Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Goods furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Goods. Since unauthorized use of such Manufacturer's Software and Goods will greatly diminish the value of such trade secrets.
 - LOGOS AND TRADEMARKS:** Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of Goods incorporated into or included in any Goods and/Services.
21. **MUTUAL WAIVER OF SUBROGATION.** Customer and MCA waive all rights against each other for damages caused by any loss, to the extent those losses are covered and paid by insurance, and except such rights as they have to proceeds of such insurance. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Except for damages covered and paid by insurance (for which the Parties have waived rights of subrogation, as outlined elsewhere in this agreement), the Parties agree that MCA's aggregate liability for all claims, suits, actions and proceedings, howsoever arising, directly or indirectly, under or relating to this agreement or its subject matter, including (but not limited to) those based on breach or rescission of contract or tort, shall not exceed, in the aggregate: (i) the fees paid by the Customer to MCA under this Agreement.
22. **LIMITATIONS:**
- LIMITATIONS OF MCA LIABILITY.** IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Both Parties agree that this waiver of consequential damages is a material inducement to enter into this Agreement.
 - MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE

- PRICE OF THE PARTICULAR GOODS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
- c. EXCLUSIONS. Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
 - d. INSURANCE: It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under this Agreement. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Goods will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Goods sold herein.
 - e. NO REPRESENTATIONS. MCA's representatives are only authorized to fill in the blanks on any agreement, sales Quote or quote form governed by this Agreement. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to the Agreement.
23. INDEMNITY. MCA agrees to indemnify and hold harmless the Customer, including its officers, directors, and employees, from and against all losses, damages, expenses, and claims, up to the amount of the Quote, but only to the extent caused solely by the grossly negligent acts or omissions of MCA in the performance of Services. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision for death, personal injury, or property damage arising out of any negligent act or omission of Buyer, except to the extent such claims are contributed to by (i) the negligence or willful misconduct of MCA. Any Party seeking indemnity hereunder agrees to (i) notify the other Party in writing of any claims as soon as reasonably practicable; (ii) allow the other Party to control the defense of any such claim and related settlement negotiations; and (iii) reasonably cooperate with the other Party in any defense actions.
 24. GOVERNING LAW AND VENUE. This Agreement is governed by and construed in accordance with the laws of where the Project is located. In addition, the Parties hereto consent to the jurisdiction of any South Carolina state or federal court over any claims arising under or relating to this Agreement, or the relationship between them.
 25. DISPUTES AND ATTORNEYS' FEES. The Parties shall attempt in good faith to resolve any disputes, controversy, or claim arising out of this Agreement by negotiation between the representatives of each Party who have the authority to settle the dispute. As a precondition to commencing litigation of any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices), the Parties agree to participate in mediation with a mediator to be chosen by mutual agreement. If mediation is unsuccessful, any litigation shall take place in Spartanburg County South Carolina, United States of America, which shall be the exclusive forum for resolving the dispute, controversy, or claim. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from this Agreement or any other agreement between the Parties. Should any dispute arise between the Parties regarding the interpretation, application, effect or enforcement of this Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.
 26. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of each Party and its respective heirs, successors, and assigns. The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign this Agreement or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.
 27. NOTICES. All notices or communications (other than normal business communications) required by this Agreement, or desired to be given hereunder, shall be in writing addressed indicated in the applicable signature block hereto, and given by electronic or USPS mail, with delivery confirmation, or an overnight mail service that confirms delivery and shall be deemed to be given when received.
 28. NON-WAIVER: The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.
 29. SEVERABILITY: If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
 30. ENTIRE AGREEMENT. This Agreement, together with the Quotes and any Exhibits attached thereto, from time to time, sets forth the entire agreement and understanding between the Parties and supersedes all prior negotiations, agreements and understandings with respect thereto. No representations, statements, or inducements, oral or written, not contained herein shall bind either Party. This Agreement may only be amended by a written document duly executed between the Parties. No waiver, alteration or modification of the Agreement shall be binding on MCA unless in writing and signed by an authorized signor of MCA.