

TOWNS COUNTY

MINUTES

February 18, 2025 at 5:30 PM

A Regular County Meeting was held on February 18, 2025, at 5:30 PM in the courtroom of the Towns County Courthouse.

I: Meeting Called to Order:

Commissioner Bradshaw called the meeting to order and welcomed all in attendance.

II: Presentation and Adoption of Agenda:

Commissioner Bradshaw presented the agenda, and it was adopted.

III: Presentation and Approval of Minutes

The Minutes from the Regular Meeting on January 21, 2025, and a Called Meeting held on Feb 7, 2025, were presented for approval and Commissioner Bradshaw approved and signed the same as presented.

IV: Presentation/Reports/Proclamations: None

V: Old Business: None

VI: New Business: Approved Resolution for First Responder's PTSD coverage. County Attorney Robb Kiker explained this is mandated by the State due to the Ashley Wilson Act (the Act or HS451) and requires all public entities to offer a supplemental benefit program. Towns County will be self-insured and pay as needed from the General Fund. Applicants must be diagnosed within two years of the traumatic event. Signed agreement with ACCG Civic Affairs Foundation Georgia County Internship Program Grant that will pay a High School or College Student \$15.00 per hour up to a total of \$3,250.50 for this summer project. Signed agreement with ATLAS for Consultant Services for Landfill Monitoring. Signed agreement with TKE for elevator maintenance for Five Years at the Gold Service Level which includes repair and replacement of parts. This includes the two elevators and chairlift located in the Courthouse.

Updated the County Fuel mileage reimbursement from the current rate of .58 to .70 cents per mile. The Enotah Circuit mileage rate for Lumpkin, Union and White Counties are all currently at .70 per mile.

VII: Commissioner's Report: Commissioner Bradshaw reported on the Pavilion at the Rec. Department Pickle Ball Complex, the County Road Department has completed the grading, and the concrete and rough plumbing will start any day weather permitting.

VIII: Public Questions and Comments:

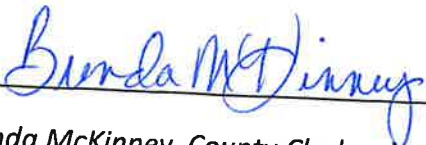
TOWNS COUNTY AGENDA
County Meeting
February 18, 2025
5:30 pm

- Meeting Called to Order
- Presentation and Adoption of Agenda
- Presentation and Adoption of Minutes
 - County meeting 1-21-2025
 - Called county meeting 2-7-25
- Presentations/Reports/Proclamations
- Old Business
- New Business
 - Approve resolution for First Responder's PTSD coverage
 - Sign ACCG Civic Affairs Foundation Georgia County Internship Program Grant Agreement
 - Sign 2025 Agreement for Consultant Services for Landfill Monitoring with ATLAS
 - Sign agreement with TKE for elevator maintenance
 - Update County Fuel mileage reimbursement to .70/mile
- Commissioner's Comments
- Public Questions and Comments
- Adjourn meeting.

It is the policy of Towns County that all county sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the (706)896-2276 or email financedirector@townscountyga.com prior to the scheduled meeting or event to request an accommodation.

IX: Adjourn meeting.

With no other business to conduct, the meeting was adjourned at 6:00 PM.



Brenda McKinney, County Clerk



Cliff Bradshaw, Sole Commissioner

RESOLUTION

COMES NOW, the Sole Commissioner of Towns County, Georgia and hereby approves and establishes as follows:

WHEREAS, The Ashley Wilson Act (the Act or HB451) requires all public entities in Georgia to offer a supplemental benefit program for first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events. It creates a once-per-lifetime financial safety net to assist with uninsured costs associated with PTSD treatment and recovery. A first responder may access the benefits quickly and confidentially without worry over stigma or job loss.

WHEREAS, The Act provides benefits for Eligible First Responders with a "covered condition" of PTSD that is the direct result of an experience of or exposure to a traumatic event during the normal course of their regular occupational or volunteer duties on behalf of a public entity. To be a covered condition, the PTSD must be diagnosed by a qualified diagnostician no more than two years after the date of the traumatic event.

HEREINAFTER BE IT RESOLVED:

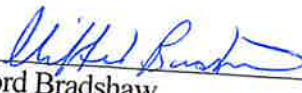
In compliance with O.C.G.A § 45-25-1 through 45-25-7, the Sole Commissioner hereby establishes the requisite coverage program with Towns County to be self-funded. This shall not replace or amend the existing medical coverage but shall be in addition thereto. The terms and benefits shall be for Eligible First Responders as defined under O.C.G.A. § 45-25-2(2)(3) and for the covered condition as set forth in O.C.G.A. § 45-25-2 et. al. Any benefits shall be provided in accordance with the terms as set forth in O.C.G.A. § 45-25-3(a)(b) and subject to requirements and qualifications as set forth in O.C.G.A. § 45-25-3(c)(f). Further, said terms and conditions as stated within O.C.G.A. § 45-25-3 shall be applicable.

The subject benefits shall be paid from the general fund or any particular or special fund designated by the Commissioner for such purposes.

Administration, claims, payments, qualifications, terms and conditions shall be in accordance with the referenced statutes and any other relevant or applicable parts or portions of O.C.G.A § 45-25-1 through 45-25-7 incorporated as if stated verbatim herein.

This program is hereby established the date of this resolution nunc pro tunc to January 1, 2025 for any claims made within the time limits and conditions set forth in O.C.G.A. § 45-25-2(8).

RESOLVED this 18 day of February 2025 with this Resolution to be spread and recorded upon Minutes of the Commissioner of Towns County, Georgia.



Clifford Bradshaw
Sole Commissioner
Towns County, Georgia

Attested to:



Clerk of the Commissioner of Towns County,
Georgia

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the "**FOUNDATION**"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Towns _____ County ("COUNTY"), having its principal office at 48 River Street, Suite B, Hiawasee, GA 30546. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY'S governing authority and entry on the COUNTY'S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk's Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application ("County Grant Application") (**Exhibit B**) from May 1, 2025 until September 1, 2025. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3,000.00 for wages per intern, per internship, unless

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the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
 - c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.
2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2025 to September 1, 2025, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") (**Exhibit C**); (3) proof of payment for each

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payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement request ("Reimbursement Request") (**Exhibit D**); and (5) completed Intern Evaluation Requirements (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 10, 2025 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 1, 2025: intern consent form ("Intern Consent Form") (**Exhibit F**); the county and intern information ("Intern and County Information Requirements") (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern's earnings.
- G. Nondiscrimination in Employment Practices.** The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:
- 1. The Americans with Disabilities Act.** The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 - 2. Fair Labor Standards Act**
 - 3. Georgia Security and Immigration Compliance Act.** The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.
- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or marriage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Interns are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

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of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2025.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Request
Exhibit E	Intern Evaluation Requirements
Exhibit F	Intern Consent Form
Exhibit G	Intern and County Information Requirements

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COUNTY: TOWNS

ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:

Cliff Bradshaw
Signature

Dave Wills
Signature

Cliff Bradshaw
Printed Name

Dave Wills
Printed Name

Sole Commissioner
Title:

Secretary-Treasurer
Title:

This 18 day of Feb, 2025

This 6th day of January, 2025

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of Towns County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the Towns County Governing Authority in a meeting that was properly advertised and open to the public on Feb 18th, 2025, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)



Brenda McKinney
Clerk Brenda McKinney



2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

February 7, 2025

Hon. Cliff Bradshaw
Towns County Sole Commissioner
48 River Street, Suite B
Hiawassee, Georgia 30546

**Subject: 2025 Agreement for Consultant Services
Atlas Proposal No. 20287**

**Reference: Towns County-SR 288 MSWL
Permit No.: 139-002D (SL)**

Honorable Commissioner Bradshaw:

Atlas Technical Consultants LLC (Atlas) appreciates Towns County allowing us to service your landfill needs in recent years and respectfully requests to continue these services in 2025. Below you will find the proposed 2025 Agreement for Consultant Services. The scope of work includes groundwater monitoring, methane gas monitoring and general engineering work as authorized by you at the referenced landfill. Sampling and testing will be done in general accordance with the Georgia EPD Rules for Solid Waste Management.

Two groundwater events are to be conducted in the spring and fall, and methane gas monitoring events are to be conducted each quarter. The General Engineering Work Authorization will allow Atlas to perform work at the County's request.

If you find the Agreement satisfactory, **please sign and email the agreement to me at morgan.mullins@oneatlas.com**. If you have any questions concerning these work authorizations, please feel free to give me a call at 770.263.5945. Atlas appreciates the opportunity to continue the environmental monitoring at the Towns County Landfill.

Sincerely,


Morgan Mullins, PG
Senior Geologist
morgan.mullins@oneatlas.com


Maureen McDonnell, PE
Vertical Program Manager
Maureen.mcdonnell@oneatlas.com

Att. 2025 Agreement for Consultant Services

emailed 2-19-25



CLIENT MASTER SERVICES AGREEMENT

This AGREEMENT is made this 18th Day Feb 2025 by and between Towns County Sole Commissioner its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at 48 River Street, Suite B, Hiawassee, Georgia 30546 and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at 2450 Commerce Avenue, Suite 100, Duluth, Georgia 30096.

The parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATLAS: Maureen McDonnell 2450 Commerce Avenue, Suite 100, Duluth, Georgia 30096

CLIENT: Cliff Bradshaw 48 River Street, Suite B, Hiawassee, Georgia 30546

1. ORDERING SERVICES When CLIENT wishes to retain ATLAS's services, CLIENT shall notify ATLAS's Designated Representative, and ATLAS will prepare a written proposal. The Proposal shall describe the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services upon: (a) CLIENT's acceptance of the written Proposal; (b) written instructions from CLIENT; or (c) oral instructions from CLIENT followed by a written confirmation. The Proposal(s), this Agreement and any attachments pertaining thereto shall comprise the Contract Document. This Agreement shall be applicable to any Services, including subsequent and additional services, to be provided by ATLAS. If the Services are subject to a Schedule of Fees, such shall be incorporated herein and attached hereto as Exhibit A. ATLAS may update the Schedule of Fees once per calendar year.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.

3. COMPENSATION CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party. ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated from the invoice due date, on any invoices not paid within thirty (30) days. ATLAS reserves the right to withhold reports until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date. CLIENT will indemnify ATLAS for all claims concerning the suspension of work for nonpayment regardless of whether the claims are made by the CLIENT, someone claiming through the CLIENT, or by a third party. CLIENT agrees to pay ATLAS's attorney's fees, and all other costs incurred in collecting past due amounts.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all



disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

4. PREVAILING WAGE It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.

5. EXPENSES Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.

6. INSURANCE ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

a.	Workers' Compensation (statutory)	
	Employer's Liability	
	Each accident	\$1,000,000
	Disease – Each Employee	\$1,000,000
	Disease – Policy Limit	\$1,000,000
b.	Commercial General Liability	
	Each Occurrence	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products and Completed Operations Aggregate	\$2,000,000
c.	Commercial Automobile Liability	
	Combined Single Limit	\$1,000,000
d.	Errors and Omissions / Professional Liability	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000
e.	Contractor's Pollution Liability	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000

7. OBLIGATIONS OF CLIENT CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order. CLIENT shall be solely responsible for and shall indemnify and hold harmless ATLAS for any costs, expenses or damages incurred by ATLAS due to CLIENT's failure to follow applicable reporting and governmental requirements. CLIENT will not hold ATLAS liable if ATLAS's recommendations are not followed and expressly waives any claim against ATLAS, and agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for injury or loss that results from failure to properly implement ATLAS's recommendations.

8. STANDARD OF CARE ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its

employees or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition precedent to any claim for damages.

9. LIMITATIONS OF METHOD RELIABILITY The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.

10. CONTROL OF WORK AND JOB-SITE SAFETY ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their responsibilities to perform the work.

11. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.

12. INTERPRETATION OF DATA ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.

13. THIRD PARTY INFORMATION ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

14. SITE ACCESS CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. CLIENT acknowledges that due to the nature of some Services unavoidable damage may occur. CLIENT waives its right of recovery for such unavoidable damage, and if CLIENT is not the owner of the Site, CLIENT agrees to indemnify

and defend ATLAS against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Proposal, ATLAS is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost, and CLIENT agrees it will not hold ATLAS liable for any variances between actual and estimated quantities, and further agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for any such increased costs.

17. UTILITIES Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates. CLIENT shall indemnify, defend and hold harmless ATLAS from and against any claims, losses or damages incurred or asserted against ATLAS related to the CLIENT's or a third party's failure to mark, protect or advise ATLAS of underground structures or utilities.

18. ROOF CUTS Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.

19. SAMPLES AND EQUIPMENT Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

All laboratory and field equipment contaminated during ATLAS's Services that cannot readily and adequately be cleaned of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase all such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise specified in the Proposal.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect the results of the Services, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

CLIENT agrees to defend, indemnify and hold harmless ATLAS against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant,

pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATLAS acting as CLIENT's agent to sign waste manifests, allegations that ATLAS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and CLIENT's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work.

22. ATLAS AND CLIENT INDEMNIFICATION To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATLAS in connection with activities conducted in the performance of the Services.

To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless ATLAS, its affiliates, shareholders, directors, officers, employees and agents, from and against claims, demands, and lawsuits, to the extent arising out of or caused by CLIENT's breach of this Agreement or the negligence or willful misconduct of the CLIENT or other contractors retained by CLIENT in connection with activities conducted in the performance of the Services. CLIENT agrees that all indemnifications granted to ATLAS shall also be granted to those subcontractors retained by ATLAS for the performance of the Services.

23. LIMIT OF LIABILITY ATLAS's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed the greater of (i) Fifty Thousand Dollars (\$50,000) or (ii) the total fees paid to ATLAS by CLIENT under the applicable Proposal during the twelve (12) month period immediately preceding the event giving rise to the claim.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATLAS shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

26. DOCUMENTS Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third party.

28. CONFIDENTIALITY ATLAS shall treat as confidential all business or technical information furnished by CLIENT which CLIENT identifies as being confidential in writing. ATLAS shall only utilize or disclose such Confidential Information for the purpose of providing the Services contemplated under this Agreement. ATLAS shall not otherwise disclose or permit access to Confidential Information to any third party without the consent of CLIENT. ATLAS's employees, officers, agents, and subcontractors shall also be bound to these same obligations. ATLAS's obligations under this Section shall not apply to Confidential Information that is: (i) already in the public domain; (ii) developed independently by ATLAS; (iii) received by ATLAS on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) is required to be disclosed by law or applicable court order, but only after actual prior written notice has been received by CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

- 29. THIRD-PARTY CLAIMS** CLIENT agrees to pay ATLAS 's costs (including reasonable attorney's fees) for defending ATLAS against any claims that a third party or a regulatory agency asserts against ATLAS related to the Services that were provided to CLIENT. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to CLIENT by ATLAS.
- 30. SUBPOENAS** The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena, but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.
- 31. TERMINATION OF CONTRACT** This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.
- 32. ASSIGNMENT** Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.
- 33. FORCE MAJEURE** Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.
- 34. NOTICES** All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; (iv) email; or (v) hand-delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement , unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.
- 35. DISPUTE RESOLUTION** In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.
- 36. GENERAL PROVISIONS** The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of



competent jurisdiction within the state and county of the Site.

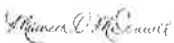
No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

37. COUNTERPARTS; ELECTRONIC SIGNATURES This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement that is delivered by facsimile, email or other electronic means will be deemed to have the same legal effect as delivery of an executed original copy of this Agreement. Electronic signatures shall be deemed original signatures for purposes of this Agreement, with such electronic signatures having the same legal effect as original signatures when affixed to this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATLAS TECHNICAL CONSULTANTS LLC:

BY: 
PRINTED NAME: Maureen O. McDonnell
TITLE: Vertical Program Manager
DATE: 02.20.25

CLIENT:

(Person authorized to execute contracts)

BY: 
PRINTED NAME: Cliff Bradshaw
TITLE: Sole Commissioner
DATE: Feb. 18, 2025



**2025 WORK AUTHORIZATION #1
GROUNDWATER MONITORING**

**PROJECT: Towns County-SR 288 (SL) MSWL
 Groundwater & Surface Water Monitoring**

Wells:

GWA-1R, GWC-1, GWC-2, GWC-3R, GWC-4

- 2 Semiannual Groundwater Sampling and Analyses Events:
 - *Collect groundwater samples at 5 wells for Appendix I analysis: each event
 - *Collect two surface water samples for "State SW Parameters"
 - *Prepare a potentiometric surface map
 - *Perform a statistical analysis of the sampling results
 - *Prepare and submit the Groundwater Monitoring Report to EPD

Semiannual Groundwater Sampling Event: **\$ 8,500.00**

FEES: Semiannual Groundwater Sampling Event: **\$ 8,500.00**

Total Groundwater Monitoring Cost for 2025: **\$17,000.00**



**2025 WORK AUTHORIZATION #2
Methane Gas Monitoring**

**PROJECT: Towns County-Sr288 (SL) MSWL
Methane Gas Monitoring**

Methane Gas Monitoring Points:

<u>Wells</u>	<u>Probes</u>	<u>Structures</u>	<u>Off-site</u>
MMW-1	MMP-3	<u>On-site</u> Scale House: crawlspace	VFW
MMW-2	MMP-4	Unnamed Bldg	
	MMP-5	Transfer Station Office	
	MMP-6	Alum. Can Storage Bldg.	
	MMP-7	Pump House	

TASK:

- 4 Quarterly Methane Gas Monitoring Events:
 - *Testing for methane gas at the listed locations
 - *Evaluating and reporting gas monitoring results to the Georgia EPD

FEES:

<u>Quarterly Methane Gas Monitoring Events</u>	\$ 1,000.00 each
Total Proposed Methane Gas Monitoring for 2025 (4 events)	\$ 4,000.00 Total



2025 WORK AUTHORIZATION #3
General Engineering Assistance

PROJECT: **Towns County-SR 288 (SL) MSWL**
General Engineering Services

TASK: General Engineering Services for the Towns County-SR 288 MSWL, as requested by the Towns County Sole Commissioner

FEES: **Hourly plus expenses, as per the rate sheet in "Exhibit B"**



EXHIBIT B

ATLAS TECHNICAL CONSULTANTS LLC
HOURLY RATE SCHEDULE
(Effective January 1, 2025)

CLASSIFICATION RATE PER HOUR

Senior Professional (PE)/Program Manager	\$210.00
Professional Engineer/Project Manager	\$175.00
Professional Geologist/Project Manager	\$155.00
Staff Engineer.....	\$145.00
Project Manager/Project Geologist.....	\$125.00
Staff Geologist/Staff Scientist.....	\$100.00
Design/Survey Technician/CADD Operator.....	\$85.00
Senior Field Technician.....	\$95.00
Field Technician.....	\$85.00
Clerical.....	\$65.00
Survey Crew (2 people).....	\$135.00
Survey Crew (1 person and robotic instrument)	\$105.00

A 15% markup will be added to all expenses

2025 Enotah Circuit Mileage Reimbursement Rates By County:

Lumpkin County: .70 per mile

Union County: .70 per mile

White County: .70 per mile

Towns County: .58 per mile ✓



Approved at Feb 18, 2025

Regular County Meeting

Bunda McKinney
County Clerk

TOWNS COUNTY
TRAVEL EXPENSE REIMBURSEMENT FORM

NAME: _____

DATE(S): _____

DEPT. _____

PURPOSE OF TRIP: _____

TRAVEL EXPENSES:

Starting Miles	ending miles	destination	daily miles

Total miles used _____ X .70 = **Total mileage due:** _____

MEAL ALLOWANCE:

Breakfast(\$14/day) _____

Lunch (\$16/day) _____

Dinner (\$25/day) _____

Total meal allowance: _____

Total parking fees: _____
(attach receipts)

Total lodging _____
(if applicable attach receipts)

Total amount due _____

I do solemnly swear, under criminal penalty of a felony for false statements subject to punishment fines of not more than \$1000 or by imprisonment for not less than 5 years, that the above statements are true and I have incurred the described expenses and the mileage in the discharge of my duties for Towns County.

Signature _____

Approved By: _____

Date _____

RE: Towns Co Courthouse - TKE Contract

From: Koch, Jasmine (jasmine.koch@tkelevator.com)

To: bradshawcommissioner@yahoo.com

Date: Wednesday, February 12, 2025 at 11:25 AM EST

*emailed signed
Contract 2-19-25*

Cliff,

Thanks for the call.

Towns Co Courthouse Gold/Bronze Agreement

- 5 Year Agreement starting March 1st, 2025, for \$455 per month (\$195 per elevator, \$65 for the chairlift)
- Digital Services –
 - Multi-Media Monitoring \$55 per month per elevator (page 10 and 11 for clarifications)
- Total Cost Per Month: \$615
- TK Elevator will provide Gold Services to all elevators onsite
 - The Hydraulic Annual Safety Test is included
 - Repair/Replacement of major parts and components due to normal wear and tear.
 - We will conduct routine, quarterly preventative maintenance, which includes a TKE technician a who will lubricate covered parts and components for smooth and efficient performance as well as adjust covered parts and components to promote safe operation
 - We will respond to Service Requests during Regular Business Hours at no additional charge (7:30 am – 3:30 pm)
 - Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time. On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.
- TK Elevator will provide Bronze Services to the one wheelchair lifts onsite
 - This includes quarterly maintenance visits a year, parts/callbacks are not included.
 - TKE will lubricate parts and components for smooth and efficient performance and adjust parts and components to promote safe operation. Chairlifts are meant for limited use and limited access meaning that they do not require a full maintenance program. To clarify why the chairlifts would be on a bronze coverage is because there are usually slim to no callbacks on a chairlift, we will lubricate parts and adjust components. Parts/callbacks would not be included because normally if a chairlift is not working, we will have to charge for a mechanic to come troubleshoot and see what is going on to provide a more detailed solution. Another purpose of obtaining chairlifts under a service agreement is to be compliant with the State.

- Special Considerations –
 - TK Elevator will cover up to 2 Service Calls on the Chair Lift per Calendar Year. After 2, all Service Calls will be billable to the customer.
- Access to our Customer Portal where you can place service requests, view unit information, and view previous service call or maintenance data. This is accessible through a Mobile App, or you can use the Website.

Let me know if you have any questions!

Best Regards,

Jasmine Koch
Account Manager, Atlanta

M +1 678-427-0453, jasmine.koch@tkelevator.com

TK Elevator Corporation | 3005 Chastain Meadows Pkwy, Suite 100 | Marietta, GA 30066 | USA |

www.tkelevator.com/us

From: Koch, Jasmine

Sent: Tuesday, February 11, 2025 1:43 PM

To: Cliff Bradshaw - Towns County (bradshawcommissioner@yahoo.com)
<bradshawcommissioner@yahoo.com>

Subject: RE: Towns Co Courthouse - TKE Contract

Cliff,

Thank you for the call today! Below is an overview of the agreements. I strongly recommend the gold coverage due to there being more included coverage in the agreement. Please note that Gold is a full maintenance contract where we cover the cost of the repairs/replacements of components due to normal wear and tear, respond to regular time service calls, and conduct routine maintenance on the equipment. The bronze is simply an oil and grease contract where we do preventative maintenance only and you would be responsible for the costs of all repairs/service calls. Please give me a call if you have any questions!

Gold Service Contract

Per Cliff

- 5-year Service Agreement starting March 1st, 2025, for \$400 per month (\$200 per elevator)
- Digital Services –
 - Multi-Media Monitoring \$55 per month per elevator (page 10 and 11 for clarifications)
- Total cost per month: \$510
- Access to our Customer Portal where you can place service requests, view unit information, and view previous service call or maintenance data. This is accessible through a Mobile App,

or you can use the Website.

- The Hydraulic Annual Safety Test is included
- Repair/Replacement of major parts and components due to normal wear and tear.
- We will conduct routine, quarterly preventative maintenance, which includes a TKE technician a who will lubricate covered parts and components for smooth and efficient performance as well as adjust covered parts and components to promote safe operation
- We will respond to Service Requests during Regular Business Hours at no additional charge (7:30 am – 3:30 pm)
- Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time. On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Bronze Service Contract

- 5-year Service Agreement starting March 1st, 2025, for \$240 per month (\$120 per elevator)
- Digital Services –
 - Multi-Media Monitoring \$55 per month per elevator (page 10 and 11 for clarifications)
- Total cost per month: \$350
- This includes quarterly maintenance visits a year
- Parts/Service Requests are not included

Best Regards,

Jasmine Koch

Account Manager, Atlanta

M +1 678-427-0453, jasmine.koch@tkelevator.com

TK Elevator Corporation | 3005 Chastain Meadows Pkwy, Suite 100 | Marietta, GA 30066 | USA |
www.tkelevator.com/us

From: Koch, Jasmine

Sent: Monday, February 10, 2025 1:43 PM

To: Cliff Bradshaw - Towns County (bradshawcommissioner@yahoo.com)
<bradshawcommissioner@yahoo.com>

Cc: Christine Argo <cargo@reevesyoung.com>

Subject: RE: Towns Co Courthouse - TKE Contract

Importance: High

Good afternoon, Cliff,

I hope you are having a great Monday! I wanted to follow up on the below email as the elevator's warranty period end date is approaching and will be here before we know it. I am reaching out to inform you that your 1 year of free service ends on 2/28/2025. I have attached the service contract for your review to have a start date of 3/1/2025 but wanted to ask about the phone lines, do you guys use a POTS line or our Max Link Device? I see that you guys purchased the hardware in the New Installation but am not sure if you utilize it at all. We offer a couple of solutions regarding your phone line and multi-media monitoring (camera inside the elevator). I provided an overview of this in my last email, please let me know so I can ensure that the correct solutions are included in your service contract if desired. In the meantime, I included both the Max Link and Multi-Media Monitoring. If you have any specific questions, or concerns, please feel free to give me a call and I would be happy to address them.

I will provide you with an overview of the contract I am proposing below. I look forward to hearing from you!

Towns Co. Courthouse:

- The (NIM) New Installation Maintenance period is 12 months. This is the "free service/equipment warranty" aspect. The unit started its' NIM period on 3/1/2024, which means it will expire on 2/28/2025.
- Gold Service Contract –
 - 5-year Service Agreement starting March 1st, 2025, for \$400 per month (\$200 per elevator)
 - Digital Services –
 - Multi-Media Monitoring & Max Link \$80 per month per elevator (page 10 and 11 for clarifications)
 - Total cost per month: \$560
 - Access to our Customer Portal where you can place service requests, view unit information, and view previous service call or maintenance data. This is accessible through a Mobile App, or you can use the Website.
 - The Hydraulic Annual Safety Test is included
 - Repair/Replacement of major parts and components due to normal wear and tear.
 - We will conduct routine, quarterly preventative maintenance, which includes a TKE technician a who will lubricate covered parts and components for smooth and efficient performance as well as adjust covered parts and components to promote safe operation
 - We will respond to Service Requests during Regular Business Hours at no additional charge (7:30 am – 3:30 pm)
 - Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time. On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Best Regards,

Jasmine Koch

Account Manager, Atlanta

M +1 678-427-0453, jasmine.koch@tkelevator.com

TK Elevator Corporation | 3005 Chastain Meadows Pkwy, Suite 100 | Marietta, GA 30066 | USA | www.tkelevator.com/us

From: Koch, Jasmine

Sent: Friday, February 7, 2025 11:36 AM

To: Cliff Bradshaw - Towns County (bradshawcommissioner@yahoo.com)
<bradshawcommissioner@yahoo.com>

Cc: Christine Argo <cargo@reevesyoung.com>

Subject: Towns Co Courthouse - TKE Contract

Importance: High

Hello Cliff,

Happy Friday!

I am reaching out to inform you that your 1 year of free service ends on 2/28/2025. I am working on drafting up a service contract for your review to have a start date of 3/1/2025 but wanted to ask about the phone lines, do you guys use a POTS line or our Max Link Device? I see that you guys purchased the hardware in the New Installation but am not sure if you utilize it at all. We offer a couple of solutions regarding your phone line and multi-media monitoring (camera inside the elevator). Below is an overview of this, please let me know so I can include this in your service contract if desired. Thanks!

Max Link Explanation:

- This is TKE's solution to replace phone landlines. This is usually for customers who are looking to replace the landline that is connected to the elevator emergency phone
- Max Link – The word "Link" think of this as the "connection" service
- Max Link essentially is the connection to the emergency phone which will replace the landline requirement.
- Max Link hardware – think of this as the "phone"
- Max Link connection – think of this as the "phone line or phone plan"

What does Max Link do?

- Max Link is a connection service capable of providing the following services
 - Voice – Available to provide the connectivity to the existing analog phone

- Voice & Multimedia – able to provide the connectivity to the existing analog phone and for the newly required 2-way video and text
- Max Link is not a camera or phone, it is simply the way these items connect
- Max Link services are \$55 a month per elevator if you were to eliminate your landline and wanted to utilize TKE for this. If you were to utilize our Max Link product it allows you to not have a phone line connection through your phone line company and you can get rid of your phone line vendor. It makes the phone connection a TKE issue instead of a phone company issue, and it allows TKE to cover the phone under the maintenance agreement.

Multimedia Monitoring Explanation:

- If an elevator passenger is not responding to a call they just placed inside the elevator, whoever is monitoring that camera, can then access the inside view of the elevator and better assist that person. For example, if they have passed out, or is the elevator passenger has hearing and visual disabilities they can easily communicate via text with emergency support personnel through an ADA-compliant display panel. (Relaying Yes with the door open, or No with the door close button).
- This is where the new code comes into play. There is a 2019 code requirement for newly modernized elevators that are installed in 2019. By code, someone has to be monitoring the camera inside the elevator 24/7 in case of emergency, there needs to be a monitor set up where someone has access to the camera. For example, a 24-hour onsite security or a security company whom monitors cameras 24/7, or TKE dispatch can do this for you if you would like.

In conclusion:

- If you wanted TKE to provide the cellular phone service, it would be \$55 a month per elevator.
- If you wanted TKE to monitor the camera (multimedia monitoring) it would be \$55 a month per elevator – 2-way communication aspect.
- If you wanted TKE to provide both – it would be a bundle of \$80 a month per elevator

Best Regards,

Jasmine Koch

Account Manager, Atlanta

M +1 678-427-0453, jasmine.koch@tkelevator.com

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Safety for life – own, care, be brave

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Towns Co Courthouse Gold Revised 2.12.25.pdf

1.3MB

Blended Coverage Agreement



TOWNS COUNTY COURTHOUSE

February 12, 2025

Purchaser: Towns County

Location: TOWNS COUNTY
COURTHOUSE

Address: 900 N Main St
Hiawassee, GA 30546-2262

Address: 48 River St
Hiawassee, GA 30546-3219

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units") which groups the Units according to their applicable coverage type (i.e. Gold Coverage, Platinum Coverage, etc.). A description of those terms and conditions specifically applicable to each coverage type appears in the sections of this Agreement entitled "Parts Repair and Replacement," and "Service Requests and Overtime Service Requests." The remaining terms and conditions apply to all coverage types.

Gold Coverage

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Hydraulic	2		EGP883	2	thyssenkrupp Elevator	Yes
Hydro MRL	1		EGP882	2	thyssenkrupp Elevator	Yes

Bronze Coverage

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Residential / Chairlift	LIFT	NA	NA	2	Garaventa	No

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 7:00 AM to 3:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Wire Ropes
- Safety mechanisms

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In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Parts Repair and Replacement

The following applies only to Unit(s) designated for Platinum Premier Coverage, Platinum Coverage, or Gold Coverage:

TK Elevator will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement.

The following applies only to Unit(s) designated for Bronze Coverage:

We will not repair or replace any component of your Unit(s). All such work is outside the scope of your Agreement and will be the subject of separate billing by TK Elevator to you. We will, however, furnish the necessary lubricants (other than hydraulic fluid) and cleaning materials at no additional charge.

Service Requests and Overtime Service Requests

A "Service Request" is the dispatching of a TK Elevator technician to address minor adjustments to and the release of any entrapped passengers from a Unit during Regular Time. Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator. Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests").

The following applies only to Unit(s) designated for Gold Coverage:

Service Requests are included at no additional charge. Overtime Service Requests are not included and will be the subject of separate billing by TK Elevator for both materials and labor costs (which will be comprised of travel time, travel expenses, and time spent on the job).

The following applies only to Unit(s) designated for Bronze Coverage:

Neither Service Requests nor Overtime Service Requests are included and they will be the subject of separate billing by TK Elevator for both materials and labor costs (which will be comprised of travel time, travel expenses, and time spent on the job).

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual safety tests for your hydraulic Units covered by this Agreement
- those annual safety tests for your lift Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

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Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency

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lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

TK Elevator does not repair or replace any inverted, twin-post, or telescopic jacks under the coverage of this maintenance agreement and they are specifically excluded from these terms and conditions. Any required repair or replacement of this equipment will be billed to Purchaser.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendar days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

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TK Elevator provides a web-based customer portal (the “CP”) and mobile application (the “App”) which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser’s access to the CP and App if any of Purchaser’s accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled “TK Elevator Communications Services.” These additional available services involve the provision of 24/7/365 monitoring of your Units’ code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the “Communication Equipment”), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

The suite of services that you select, if any, from the attached MAX Exhibit and from the attached TK ELEVATOR COMMUNICATIONS SERVICES Exhibit will hereinafter be referred to as the “Digital Service Package” and shall be (1) provided in accordance with the terms and conditions of both this Agreement and those found in those Exhibits and (2) billed as a separate line item from all other scopes of work specifically provided for by TK Elevator under this Agreement (the “Gold Services”).

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 60 months starting March 01, 2025. To ensure continuous service, this Agreement will be automatically renewed for successive 60 -month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60 -month period or at least 90-Days before the end of any subsequent 60 -month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the Gold Services provided pursuant to this Agreement shall be \$455.00 per month, inclusive of all applicable sales and use taxes, before the application of any discounts as described below and any adjustments as described elsewhere in this Agreement. Once accepted, those applicable discounts will be applied throughout the life of this agreement.

Payment Plan

Billing Frequency	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$18.2	
Semi Annual	2%	\$9.1	
Quarterly	No Change	\$0	Current Selection

Contract Term

Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Seven (7)	2%	\$9.1	
Ten (10)	4%	\$18.2	
Fifteen (15)	8%	\$36.4	

You shall receive a single invoice outlining all charges under this Agreement. That invoice shall consist of multiple line items. The first line item of the invoice shall memorialize the cost of the Gold Services you shall receive under this Agreement. The next line item of the invoice shall memorialize the separate price of the Digital Service Package you

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selected as part of this Agreement in accordance with the attached Exhibit(s). Please note that the Digital Service Package you selected is not subject to any discounts.

We reserve the right to annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

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TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our

performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it. If you have satisfied those conditions and we do not respond in writing or commence action to appropriately resolve your concern within that thirty (30) day period you shall then have the right to terminate this Agreement after providing our local branch manager with an additional thirty (30) days written notice via certified mail, return receipt requested, recognizing that time is of the essence with respect to this provision.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF

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THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

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Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Special Considerations

TK Elevator will cover up to 2 Service Calls on the Chair Lift per Calendar Year. After 2, all Service Calls will be billable to the customer.

Blended Coverage Agreement



Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

Towns County
(Purchaser):

TK Elevator Corporation Management Approval

By: *Cliff Bradshaw*
(Signature of Authorized Individual)
Cliff Bradshaw

By: _____
(Signature of Branch Representative)

Cliff Bradshaw
(Print or Type Name)

Adam Luckey
Branch Manager

Sole Commissioner
(Print or Type Title)

Feb. 18, 2025
(Date of Acceptance)

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

3005 Chastain Meadows Pkwy Ste 100
Marietta, GA 30066
770-916-0555

Thank you for choosing TK Elevator. We appreciate your business.

Jasmine Koch

Gold Service Contract

Blended Coverage Agreement



Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Multimedia Monitoring	Elevator Telephone #	Price
TOWNS COUNTY COURTHOUSE	Hydraulic	2		Current Selection		\$55.00
TOWNS COUNTY COURTHOUSE	Hydro MRL	1		Current Selection		\$55.00
TOWNS COUNTY COURTHOUSE	Residential / Chairlift	LIFT	Current Selection			\$0

Elevator telephone # is not required on units with MAX Link selected.

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

"Phone Monitoring" is selected for specific Units in the chart above and we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements. "Multimedia Monitoring" is selected for specific Units in the chart above and those specified Units will, through its centralized TK Elevator Communications call center, receive 7 days per week, 24 hours per day, 365 days per year dispatching service provided by TK Elevator for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all Units maintained under this Agreement that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center.

Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location

Blended Coverage Agreement



of the affected Unit. Please note that calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Multimedia Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone and any other type of audio or video communication equipment. The Purchaser retains exclusive possession and control of all of the Unit's communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of communicating with TK Elevator Communication's call center as designed.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price

In light of the modifications to Agreement set forth above, you agree to an additional price of \$110.00 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts.

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #
Marty Roberts	EMA Director	706 994 7484	

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In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

Police Department:

(706) 896 - 4444

Fire Department:

(706) 994 - 4934 - cell Fire Chief
Harold Copeland

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.