

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARDROOM

TUESDAY, FEBRUARY 28, 2023

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER, JR, RUSTY DAVIS, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 7:00 p.m. After the call to order, Chairman Stephens gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Chairman Stephens made a request to add property disposition to executive session. Commissioner Davis made a motion to approve the agenda, with the amendment. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Vice Chairman Brinson made a motion to approve the minutes of the Commissioners' meeting held February 14, 2023, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Lake Seminole Update – Steve Dickman. Chairman Stephens recognized Steve Dickman who stated a lot has happened in the last four months with the Stewards of Lake Seminole since he appeared before the Board in October. Mr. Dickman stated they currently have 120 sponsors. On December 13, 2022, the Stewards of Lake Seminole met with U.S.A.C.E. and received their collaboration agreement and they also accepted their proposal for the Cuban Bulrush Task Force.

Mr. Dickman stated the Cuban Bulrush Task Force was established in January 2023; they approved six action plans covering 80% of docks with treatment beginning in mid-April. They also have completed and approved the annual aquatic pesticide application plan. They have requested \$150,000 for emergency action funding and \$2,000,000 has been approved for hydrilla research. Mr. Dickman stated channel markers are near completion with more being identified. A DNR agent has been added to the Stewards Team as an ex-officio consultant. Mr. Dickman thanked the Board for their support.

Consider Video Visitation Proposal – Prison. Chairman Stephens recognized Warden Screen who presented two bids to the Board for adding video visitation for use by inmates at Decatur County Prison. The first bid was from IC Solutions proposing to expand the current inmate communication services by adding video visitation. IC Solutions proposes a contract amendment that extends the existing telephone contract by three years with unlimited annual renewals available thereafter as set forth in the contract. The remote visitation rate would be \$.25 per minute with Decatur County Prison receiving fifty percent commission of all remote visitation revenue. The second bid is from Homewav and they would pay Decatur County Prison twenty percent of the video calling revenue generated from the usage of the system installed at the Prison with a two-year contract. Warden Screen recommended Homewav for

the video visitation system. Commissioner Davis made a motion to approve the Homewav proposal, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Update – Enterprise Fleet Management. Chairman Stephens recognized County Administrator Thomas who stated Todd Likens with Enterprise came in October to make a presentation on vehicle leases for the County at the Board’s request. County Administrator Thomas stated he and Mr. Likens have been in discussions about the leasing program. Mr. Likens has had difficulties in locating vehicles, however, a month after Mr. Liken’s presentation he was able to find some Dodge trucks. The problem with the Dodge trucks was the fact that no discount incentives were offered which did not justify leasing the vehicles when Decatur County can purchase the vehicles at the same cost. County Administrator Thomas stated Mr. Likens has made every effort to find vehicles and included in the Commissioners’ packet is a copy of six vehicles along with the cost of the vehicle leases that Mr. Likens has located and could be delivered within the next couple of weeks. County Administrator Thomas stated according to the figures it would not be beneficial to lease these vehicles, but he is presenting to the Board for consideration. The Board was in agreement to decline the lease option at this time and the issue died due to lack of a motion.

Consider Approval of Errors & Releases. Chairman Stephens recognized County Administrator Thomas who recommended that the Board approve the errors and releases, stating the Tax Commissioner and the Board of Assessors have approved. Commissioner Davis made a motion to approve the Errors and Releases. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Executive Session – Property Disposition/Personnel

Commissioner Barber made the motion to enter into executive session to discuss property disposition and personnel. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

After the executive session, the Commissioners assembled back in the boardroom. Commissioner Davis made the motion to enter back into regular session. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens stated property disposition was discussed in executive session and no action was taken.

Chairman Stephens stated board appointments were discussed in executive session with no action taken.

Consider Planning Commission Appointment. Commissioner Davis made a motion to appoint Jeff Rich to the Planning Commission Board. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Consider Southwest Georgia Regional Commission Board Appointment. Commissioner Davis made a motion to appoint Stephanie Daniels to the Southwest Georgia Regional Commission Board. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

COMMISSIONERS/ADMINISTRATOR’S REMARKS

The Commissioners thanked everyone for coming. Commissioner Brock invited everyone to attend Mt. Pleasant VFD annual barbecue on March 4, 2023. Chairman Stephens announced the Scrap Tire Amnesty event March 13-18, 2023.

ADJOURN

There being no further business, the meeting, on motion by Commissioner Davis, was duly adjourned. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Approved: 
Chairman, Pete Stephens

Attest: Michelle B. West
County Clerk, Michelle B. West



Master License and Services Agreement

This Master License and Services Agreement (the “**Agreement**”), and the exhibit hereto, made and entered into as of this 28 day of February 2023 (the “**Effective Date**”), by and between the Decatur County (GA) Prison (the “**County**”) and HomeWAV, LLC, a Delaware limited liability company (“**HomeWAV**”). Each of the County and HomeWAV may be referred to herein as a “**Party**” and collectively, the “**Parties**.”

RECITALS

Whereas, HomeWAV is a provider of a unique, custom all-in-one inmate communications solution comprised of patented technology, software applications, hosted services, and equipment that has been adapted for use in secured detention facilities as more particularly described herein (collectively, the “**System**”); and

Whereas, the County desires that HomeWAV provide the System to one or more of its secured detention facilities (each a “**Facility**” and collectively, the “**Facilities**”), and HomeWAV desires to provide the System identified herein to the County pursuant to the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Definitions.**

- a. “**Equipment**” means the specific HomePAS™ Kiosks, ComPAS™ Tablets, ComPAS™ Charging, PoE Adaptor Sets, routers, switches and other such hardware and equipment which is provided to the County as part of the System licensed to it under this Agreement.
- b. “**Licensed Services**” means that portion of the System comprised of the Software and cloud-based applications that are run on a hosted system and which are provided by HomeWAV to the County pursuant to the license terms herein to enable inmate video calling services at each Facility.
- c. “**Professional Services**” means the installation, setup, configuration, and testing of the Equipment and the System, and training provided by HomeWAV to the County as more particularly described herein.
- d. “**Software**” means the proprietary and patented software program owned by HomeWAV and licensed to the County pursuant to the terms of this Agreement.

2. **Exclusivity.** The County acknowledges and agrees that this is an exclusive services agreement between the Parties; and accordingly, the County agrees that for as long as this Agreement remains in full force and effect HomeWAV will be its sole and exclusive provider of inmate video calling services for all of its Facilities. For purposes of clarity, this exclusive arrangement means, and the County agrees that the County is expressly prohibited from engaging, using, licensing, purchasing, or accepting from any third party, employee, contractor, or related entity any software, equipment or services that are similar to some or any part of the System (including the Licensed Services) or the Professional Services for use at any of its Facilities.

3. **Term of this Agreement.** This Agreement is effective as of the Effective Date and continues in full force and effect until expiration of a Term or earlier termination. The System will be made fully available to the County for its use and the County’s license to the System pursuant to Section 7 will commence ninety (90) days after the Effective Date (the “**Commencement Date**”) and HomeWAV will provide the System and related Professional Services and Licensed Services to the County for a period of two (2) years from the Commencement Date (the “**Initial Term**”) unless earlier terminated pursuant to Section 15. This Agreement will renew for additional two (2) year periods (each a “**Renewal Term**”) by the mutual consent of the parties no later than one hundred and twenty (120) days prior to the commencement of the next Renewal Term. If mutual consent as to a renewal is not reached

at least one-hundred and twenty (120) days prior to the end of the Initial Term, HomeWAV will make immediate arrangements to have the Equipment removed from the Facility by the end of the Initial Term. The Initial Term and each Renewal Term are collectively, the “Term.”

4. **Professional Services (No Charge).** HomeWAV will provide the following Professional Services to the County at no charge during the Term:

- arrange for the delivery of the Equipment to the County’s Facilities included under this Agreement,
- load the Software onto the Equipment,
- coordinate the installation of the Equipment in designated wall mount locations within the Facilities,
- provide system testing and acceptance on all Equipment,
- provide staff and inmate training on platform features and functionality,
- arrange for installation of high-speed Internet service at a minimum of 0.5MB up/0.5MB down per kiosk, and any equipment associated therewith to service the System, and
- arrange for cat 5e or greater cable to be installed (if necessary) to each location within the Facility where Equipment is to be installed.

HomeWAV may cause or obtain a physical site survey of each Facility to confirm the number of kiosks, the installation location within the Facility, and any other specifications or plans provided by the County (the “SystemSolutions”). The County acknowledges and agrees that all proposed System Solutions are contingent upon the site survey and that HomeWAV shall have authority to modify any proposed Systems Solutions as necessary to comply with the limitations of a given Facility.

5. **Support and Maintenance (No Charge).** For the entire Term of this Agreement, and at no charge to the County, HomeWAV will support and maintain the Equipment located at each Facility pursuant to HomeWAV’s Software and Hardware Service Level Agreement attached hereto as Exhibit A (the “Service Agreement”). Under no circumstances may the County or any third party acting on behalf of the County install, uninstall, or perform any maintenance or related services on the Equipment, it being understood and agreed that only an approved HomeWAV technician may provide Professional Services, support, and maintenance on the Equipment.

6. **Ownership of Equipment and Software.** HomeWAV is the sole and exclusive owner of the Software and Equipment and retains all right, title and interest in and to the Software and Equipment at all times during the Term. The Software and Equipment are provided to the County pursuant to the System license granted in Section 7 below. HomeWAV will purchase and maintain insurance coverage for the Equipment and the Software comprising the System. HomeWAV will deliver the Equipment to the County’s designated Facilities pursuant to a mutually agreed schedule and will install and configure the Equipment with the Software pursuant to the Professional Services set forth above.

7. **License to System.** HomeWAV hereby grants to the County a limited, non-assignable, non-sublicensable, revocable, and nonexclusive license during the Term to use the Software, Equipment, and related components comprising the System solely for the limited purposes of providing video calling services to inmates in each Facility and viewing or monitoring the records of such calls. In addition, if the County exercises its right to receive “Add-On Features” as set forth in a future amendment, HomeWAV will provide the County with reasonable assistance to

enable the County to receive and use such Add-On Features with the System and will seek authorization from any third-party providers if necessary. The County will not, and will not permit any other person to, remove, alter, disfigure, or cover up any numbering, lettering, insignia, or any owner's tag(s) displayed upon the Equipment, and the County may not move the Equipment from the Facility or the location in the Facility where it is installed by HomeWAV. Any of the foregoing actions are deemed a material breach of this Agreement. The County's license to and use of the Software is governed by the terms of this Agreement, the Software End User License Agreement provided with the Software (a copy of which is located at <https://app.homewav.com/account/terms>), and the Website Terms of Use and Privacy Policy located at <https://www.homewav.com/privacy-policy/>, as such items may be updated, amended and modified in accordance with their respective terms (collectively, the "**Software Terms and Conditions**"). The County may not copy or modify the Software, or any adaptation, transcription, or merged portion thereof, unless expressly authorized in writing by HomeWAV. Any modifications, improvements, enhancements, changes, or any other alterations to the Software, or any derivative works made therefrom (collectively, "**Modifications**") that are made by the County or any third party acting on the County's behalf, whether or not authorized by HomeWAV, are deemed the sole and exclusive property of HomeWAV. Accordingly, the County hereby assigns to HomeWAV all of its right, title, and interest in and to such Modifications and shall take all necessary actions to ensure that any third party who has participated in the development of any Modifications likewise assigns all of their right, title, and interest in the Modifications to HomeWAV. For the avoidance of doubt, the foregoing licenses to the Software, Equipment and any related System components shall terminate immediately upon the termination or expiration of this Agreement.

8. **The County's Covenants and Obligations.** The County hereby covenants and agrees to the following terms as material conditions to its right to use the System:
- a. It will not sell, sublicense, or assign the Equipment, the Software, or any other components of the System.
 - b. It will keep the Equipment free and clear of all liens and encumbrances.
 - c. It will only use the Equipment, Software, and other components of the System for (i) the limited purposes provided under the license in Section 7 and (ii) if requested by and, as applicable, purchased by the County, any Add-On Features in all cases pursuant to the terms and conditions of this Agreement and the Software Terms and Conditions.
 - d. It will use the System solely at the Facilities and locations within the Facilities where installed by HomeWAV.
 - e. It will use its best efforts to ensure that none of the Equipment or Software is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.
 - f. It will work with HomeWAV to ensure that all individuals to whom it grants access to and use the System will agree to the Software Terms and Conditions, and further acknowledges and agrees that it will be fully liable to HomeWAV for breach by any such individuals of the Software Terms and Conditions.
 - g. It acknowledges and agrees that HomeWAV will be the sole and exclusive provider of inmate video calling services and all related Professional Services to all of the County's Facilities.
 - h. It will not move the Equipment without the advance written consent of HomeWAV.

- i. It will not remove, alter, disfigure, or cover up any numbering, lettering, insignia, or any owner's tag(s) displayed upon the Equipment.
 - j. It will provide an inmate roster from the Jail Management Software ("JMS"), via secure FTP or web services, at a minimum of every fifteen (15) minutes.
 - k. It will authorize HomeWAV to integrate with its JMS provider and assume financial responsibility for the costs related to the integration.
9. **Access to the Facility.** The County will grant HomeWAV and its employees and subcontractors reasonable and necessary access to the Facilities in order to enable HomeWAV to perform its obligations and exercise its rights hereunder. HomeWAV shall have the right, upon reasonable notice, to enter into each Facility to inspect the System.
10. **Use of the System.** The County agrees that the System shall be available to inmates for remote video calls for a minimum of twelve (12) hours per day, seven (7) days per week.
11. **System Usage Fees.** The Facility's inmates shall be charged the following fees for using the System, or such other prices as may be agreed to by the County and HomeWAV (such amounts, the "Usage Fees"). Usage Fee shall be defined as the cost per minute for video calls.

Usage Fees	
Service	Rates & Fees
Onsite Video Calls	No Cost
Remote Video Calls	\$0.20 per Minute
Transaction	Fees
Online <i>Deposit</i>	\$2.00
PayNearMe.com	\$1.99
Surcharge	\$0.00
Connection	\$0.00
Refund	Issued upon request less 10% of the current balance.

Revenues from using the System shall be deposited into a dedicated account established and maintained by HomeWAV and HomeWAV is authorized to disburse such funds in accordance with Section 12. HomeWAV reserves the right to change the Usage Fees, upon 30 days' written notice to the County if such changes arising from any one or combination of the following: (a) inflation, (b) a change in taxes, or any (c) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to HomeWAV.

12. **Revenue Sharing.** HomeWAV shall pay to the County **20% of the Gross Billable Revenue ("GBR") of video calling revenue generated from the usage of the System installed in the Facility.** GBR shall be defined as Gross Revenue of the Usage Fees less monthly internet service and entertainment licensing fees, international calling fees, Federal, State, and Local taxes, and Cost Recovery Fee. For information on the Cost Recovery Fee and how it's applied, please refer to <https://www.homewav.com/understandingtaxes/>. HomeWAV shall pay to the County, on a monthly basis, its share of the revenues not later than the last day of following month.

13. **Call Recording.** The County hereby agrees that HomeWAV shall have no obligation to verify the users of the System and that the County is strictly liable to HomeWAV for any use of the Software by any of its users that

violates the Software Terms and Conditions. HomeWAV will endeavor to make video call recordings available to the County on demand for a period of not less than 365 days after the date of such recording. Video call recordings that are requested after 365 days must be requested in writing and will incur a retrieval charge if able to be retrieved. The County agrees that HomeWAV has no liability to the County or any third party for any failure to record, store, transmit, relay, review, or monitor any call.

14. **Financial Reporting Requirements.** HomeWAV shall maintain an accounting program that accurately reflects the revenues generated by the System in the Facilities and provide that information to the County monthly during the term of this Agreement. HomeWAV shall retain its share of the revenues as payment for its obligations hereunder, and shall remit the County's share of revenues, along with such monthly financial reports, to the County. HomeWAV shall issue call data, revenue, and expense information by the last day of each month with respect to call activity that occurred in the Facilities during the prior month. HomeWAV shall maintain all books, documents, accounting records and other evidence pertaining to the services and payments under this Agreement and make such materials available for inspection at all reasonable times during the term of this Agreement, and for three (3) years after the date of the final payment under the Agreement.

15. **Termination.**

- a. **Rights of Termination.** The County may terminate this Agreement if HomeWAV breaches any of its obligations under this Agreement and such breach remains uncured thirty (30) days after notice thereof, provided, that if the County breaches the scope of the license to any part of the System as set forth in Section 7, HomeWAV may terminate this Agreement immediately upon giving written notice to the County.
- b. **Effects of and Actions upon Termination or Expiration.** Upon termination or expiration of this Agreement, irrespective of the cause, the licenses granted by HomeWAV to the County shall terminate. The County shall take the following actions: (i) immediately cease and cause all of its users to immediately cease all access to and use of the System; (ii) and allow a HomeWAV authorized technician to remove the Equipment no later than (30) days following the termination or expiration date. In the event that any returned Equipment is not in good, working condition or any Equipment is not returned pursuant to this Section, the County will be liable for the replacement cost of such Equipment, and will remit payment in full upon demand by HomeWAV.
- c. **Survival.** Sections 11, 13, 15-18, 21-23, and 25-29 shall survive termination of this Agreement.

16. **Agreement Documents.** The attached Exhibit A setting forth the terms of the Service Agreement, and the Software Terms and Conditions is made part of this Agreement and incorporated herein by this reference. This Agreement represents the entire agreement and understanding between HomeWAV and the County with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the Parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either Party or by any agent or representative of either Party which is not contained in this Agreement shall be valid or binding between the Parties.

17. **Force Majeure.** To the extent allowable by law, any delays or failures by either Party hereto in the performance of the obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such Party's control (a "Force Majeure"), including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, failure of the Internet, or any part or element

thereof and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such Party.

18. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia, both as to interpretation and performance.

19. **Independent Contractor.** Each party acknowledges and agrees that HomeWAV and its employees (and any subcontractors it engages) serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees, or affiliates.

20. **Subcontractors.** HomeWAV shall have the right, in its sole and absolute discretion, to use subcontractors to perform its obligations and exercise its rights hereunder. HomeWAV shall be responsible for all acts and omissions of its subcontractors as if such acts or omissions were performed by HomeWAV.

21. **Notices.** All notices under this Agreement must be in writing and given to the other Party at the address or email below. Delivery is deemed to occur: (a) on the third (3rd) business day after bringing mailed first class, prepaid, (b) upon delivery from a nationally recognized overnight courier service, (c) upon delivery if hand delivered, and (d) upon receipt of an automated verification of receipt if sent by email. Either Party may change its address and/or addressee for notices at any time with fifteen (15) days' prior notice to the other Party in accordance with the foregoing.

HomeWAV: HomeWAV, LLC
2020 Westport Center Dr.
St. Louis, MO 63146

County: Decatur County Prison
1153 Airport Rd.
Bainbridge, GA 39817

22. **Nondiscrimination and Non-Conflict Statements.** HomeWAV agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of HomeWAV. HomeWAV shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

23. **Warranties and Disclaimers.**

- a. **Services Warranty.** HomeWAV warrants that it will perform the Professional Services, support and maintenance in a good and workmanlike manner using trained professionals, and that it will use commercially reasonable efforts to meet the performance terms in the Service Agreement.
- b. **Disclaimers.** EXCEPT AS PROVIDED HEREIN, THE SYSTEM AND ALL RELATED SERVICES IN THIS AGREEMENT ARE DELIVERED AND PROVIDED "AS IS" AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24. **Compliance with all Federal, State, and Municipal Laws.** HomeWAV will comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of inmate

communication, and shall ensure that its third-party subcontractors, if any, obtain any necessary permits prior to installation of the Equipment in the Facilities.

25. **Assignment.** Neither Party may assign this Agreement or any or all of its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that HomeWAV may assign this Agreement to any of its subsidiaries or affiliates or to any entity that acquires all or substantially all of HomeWAV's assets and agrees to assume responsibility hereunder. None of the provisions of this Agreement shall be construed to be for the benefit of or enforceable by any person or entity other than the Parties hereto and their successors and assigns.

26. **Severability.** If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

27. **Supremacy.** In the event of any express conflict between this Agreement and any schedule, Request-for-proposal ("RFP") response, or other non-binding proposal, the terms of this Agreement shall supersede any contradictory provisions or terms in the schedule, RFP response, or other non-binding proposal.

28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original hereof and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means will be deemed originals.

29. **Authorization; Third Party Beneficiaries.** Each person signing below warrants and represents that he/she has full power and authority to execute this Agreement on behalf of the Party he/she represents. There are no third-party beneficiaries to this Agreement.

(signature page follows)

In witness whereof, the Parties hereto have caused this Agreement to be executed on the day and year first above written, to be effective as of the Effective Date.

HomeWAV, LLC

By: _____

Name: John Best

Title: CEO/President

Decatur County (GA) Prison

By: *Gordon Screen Sr.*

Name: *Gordon Screen Sr.*

Title: *Warden*

By: _____

Name:

Title:

By: _____

Name:

Title:

EXHIBIT A

HomeWAV's Software and Hardware Service Level Agreement

Support and Maintenance

- Support and maintenance will be provided by phone, remote, and onsite. Phone support is available from 8:00 a.m. EST to 8:00 p.m. PST. Monday through Friday. After hours messages may be left for service (7) days a week, and three-hundred and sixty-five (365) days a year. These messages will be addressed the next business day beginning at 8:00 a.m. EST.
- Maintenance/repair calls from the facility will be resolved in the manner outlined in this section.

Priority 1 Outage: A P-1 failure is defined as:

- A failure of the kiosk processor, its common equipment, or power supplies which render the system incapable of performing its normal functions.
- A failure of the recording function or any of its components that affects the full recording operation.
- A failure of 100% of the kiosks in any one area within the facility.
- Holiday and weekend P-1 response will be handled on a case-by-case basis and is worked in conjunction with facility staff and our ability to gain access to the facility needing service.

Response to P-1 issues shall be available twenty-four (24) hours a day, seven (7) days a week, throughout the term of the contract.

HomeWAV shall respond to the service problem within sixty (60) minutes of initial trouble reported by facility personnel through the use of remote testing or access. Should the system not be accessible for remote testing, then HomeWAV shall have a qualified background-checked technician onsite at the facility within four (4) hours from the time it is determined that the problem cannot be resolved remotely.

If the issue can be worked on remotely, HomeWAV is committed to having completed the repair within 4 hours of the initial issue report. If it is determined that a technician must be on-site to correct the issue, then the technician will be onsite within 4 hours of the time it was determined that the problem could not be resolved remotely.

Priority 2 Outage: A P-2 failure is defined as:

- A Priority 2 condition exists when A failure of 50% of the kiosks in any one area within the facility occurs.

When a P-2 failure occurs, HomeWAV shall respond to the service problem within sixty (60) minutes of initial trouble reported by facility personnel through the use of remote testing or access. HomeWAV is committed to having completed repair within eight (8) hours of the initial issue report. Should the system not be accessible for remote testing, HomeWAV shall have a qualified background-checked technician onsite at the facility within sixteen (16) hours of the time it was determined that the problem could not be resolved remotely.

Priority 3 Outage: A P-3 failure is defined as:

- A Priority 3 is a normal ticket that does not fall into the P-1 or P-2 categories. These issues are handled as quickly as possible. When a P-3 failure occurs, HomeWAV shall respond to the service problem within two (2) hours of the initial trouble reported by facility personnel through the use of remote testing or access. HomeWAV is committed to completing the repair within 48 to 72 hours of the initial issue report.

Service Ticket Process

- A service ticket is created for the issue/defect by submitting a request for support through the HomeWAV support portal in the HomeWAV web application.
- A service ticket will be generated with a ticket number, date, and time stamp.
- Our Tier 1 technical support team will triage the issue and determine the next course of action. Our Tier 1 support staff will manage the issue and provide a status report to stake holders periodically as the ticket progresses.
- Tier 1 will create a dispatch if necessary and coordinate with the facility point of contact for technician access.
- Tier 1 will manage the ticket from the beginning to the end and will follow a close-out process with the point-of-contact to ensure all issues have been handled as they relate to the service request.

Warranty

- **HomeWAV Software Warranty:** Includes support, maintenance, schedule upgrades, and scheduled updates.
- **HomeWAV Hardware Warranty:** Includes parts and equipment, on-site maintenance for normal wear, defects in material and workmanship, and natural disaster.



Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

P.O. Box 246 / 112 W. Water St

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

2/16/2023

E & R / NOD - Mobile Home Tax Digest

2023 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
FA2 13A	Arthur Howard L	\$ 39,574.00	\$ -	Delete mobile home burned 11/15/22.
16B 38	Brown Sharonda Monique % River City Investors LLC	\$ 24,590.00	\$ -	Delete 2023 mobile home tax bill. New mobile home owner purchased mobile home December 2022 & applied for homestead for 2023 tax year.
102 31 3	Buggs Susie Lee	\$ 7,271.00	\$ -	Delete 2023 mobile home tax bill. Owner applied for homestead for 2023 tax year.
48 13	Burke Henry L & Betty H % Newrez LLC dba Shellpoint Mortgage Servicing	\$ 10,596.00	\$ -	Delete 2023 mobile-home tax bill. New owner purchased mobile home June 2022 & to pay 2023 tax.
48 13	Chapman Jelisa Denise	\$ -	\$ 10,596.00	NOD. New owner needs a 2023 mobile home tax bill.
74A 75	Glass Abigail Jessica	\$ 12,954.00	\$ -	Delete 2023 mobile home tax bill. Owner applied for homestead for 2023 tax year.
79 30	Dollar Lowell E	\$ -	\$ 6,120.00	NOD. Owner needs a 2023 mobile home tax bill. Mobile home to be put back in computer.
31A 4	Kelly Bernard Scott & Holly C	\$ 43,759.00	\$ -	Delete 2023 mobile home tax bill. Owner applied for homestead for 2023 tax year.
62 59	Meggs Sandra Deeann Hall	\$ 17,707.00	\$ -	Delete 2023 tax bill. Owner applied for homestead for 2023.
28B 38	McGough William Paul	\$ 27,207.00	\$ -	Delete 2023 mobile home tax bill. Owner applied for homestead for 2023 tax year.
93 48A	Ousley Dalton Lee	\$ 7,443.00	\$ -	Delete 2023 mobile home tax bill. Owner applied for homestead for 2023 tax year.
43 19B	Rehberg Joseph R % Sandra Gee	\$ 4,161.00	\$ -	Delete 2023 mobile home tax bill. Demolished August 2022.
23 15	Roberts Charles Raymond	\$ 25,510.00	\$ -	Delete 2023 mobile home bill. Owner moved mobile home to Sneads, FL in 2022.
62 29A	Roberts Lyle	\$ 1,316.00	\$ -	Delete 2023 mobile home tax bill. Torn down Nov. 2022 by owner.
44 1	Scarbrough Timothy Paul	\$ 29,690.00	\$ -	Mobile home repossessed & moved out of the county in September 2022.
76D 62	Scott Gregory T % Huey A Powell	\$ -	\$ 4,671.00	NOD. Mobile home was put in computer for 2023 year. Owner needs a 2023 tax bill mailed to them.
5 17	Scott William Eugene & Vickers Sharon Lynette	\$ 129,963.00	\$ -	Delete 2023 mobile home tax bill. Owner applied for homestead for 2023 tax year.
FA1 6A	Skelton Larry Alan	\$ 106,149.00	\$ -	Delete 2023 mobile home tax bill. Owner applied for homestead for 2023 tax year.
62A 14 15	Stott & Floyd LLC % Robert H Scott	\$ 2,641.00	\$ -	Delete mobile home. Demolished.

67A 32	Walrath Dennis P % Mills Robert Lee	\$ 17,470.00	\$ -	Delete mobile bill for 2023. Mobile home is being taxed on 62-120B-2 for 2023 tax year.
62 84A	Wilson Jeru Sandlin % Jordan & Jeremy Speller	\$ 3,729.00	\$ -	Mobile home demolished December 2022.
		\$ 511,730.00	\$ 21,387.00	

E & R / NOD - Property Tax Digest


2022 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
39 34	Cochran Bobbie Jean	\$ 60,824.00	\$ 47,225.00	Appeal finalized. Refund \$51.27.
75 32	Dunn Robert Anderson & Todd Mitchell & Barrett Audrey Regina % Robert Dunn	\$ 152,284.00	\$ 130,861.00	Appeal finalized.
45 47B	Ferrell April Perkins	\$ 292,408.00	\$ 257,451.00	Appeal finalized.
B79D 67	Handsford Ralph D	\$ 270,465.00	\$ 253,040.00	Appeal finalized.
B63 20	Josey Shirley Jean & Raker Ginny Josey	\$ 72,740.00	\$ 61,035.00	Appeal finalized. Refund \$144.40.
97 14B	Morrison Owen B	\$ 84,344.00	\$ 71,234.00	Appeal finalized. Refund \$35.91.
43 3B	PettyJohn William Thad	\$ 300,918.00	\$ 265,474.00	Appeal finalized.
28A 56	Reeves Thomas W III & Gloria H	\$ 104,733.00	\$ 89,176.00	Appeal finalized.
44 3	Scarbrough Gloria J	\$ 92,154.00	\$ 90,529.00	Appeal finalized.
84G 31	Snipes Dalton & Lindsey	\$ 313,480.00	\$ 289,874.00	Appeal finalized. Refund \$274.75.
B80 15 A1	Spooner Tabitha L & Shiver Lori Williams Sallie & Roscoe % Mary Andrews	\$ 375,091.00	\$ 359,603.00	Appeal finalized. Refund \$191.10.
B38 32		\$ 51,947.00	\$ 48,737.00	Appeal finalized. Refund \$39.61
		\$ 2,171,388.00	\$ 1,964,239.00	

\$ 2,683,118.00 \$ 1,985,626.00


 Mark Harrell - Tax Commissioner


 David J. Kendrick - Board of Assessors


 Pete Stephens, Chairman - Board of Commissioners

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Pete Stephens, Chairman of the Decatur County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Decatur County Board of Commissioners met in a duly advertised meeting on February 28, 2023.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 7:35 a.m./(p.m.)

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

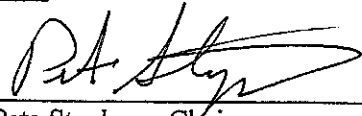
Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2) and (insert the citation to the legal authority making the tax matter confidential) _____;

Discussion of the future purchase, disposal of or lease of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion of deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other _____ as provided in _____.

This 28th day of February, 2023.



Pete Stephens, Chairman
Decatur County Board of Commissioners

Sworn to and subscribed
Before me this 28th day of
February, 2023.

Notary Public Michelle B. West

My commission expires:

