



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, AUGUST 15, 2022 – 6:30 PM  
CITY HALL**

**ELECTED OFFICIALS PRESENT:**

Jeff Wearing – Councilmember  
Laura McCanless – Councilmember  
Mike Ready – Councilmember  
Jim Windham – Councilmember

**STAFF PRESENT:**

Marcia Brooks – City Clerk/Treasurer  
Bill Andrew – City Manager  
Jody Reid – Supervisor –  
Utilities/Maintenance

**ELECTED OFFICIALS NOT PRESENT:**

David Eady – Mayor  
Lynn Bohanan – Councilmember  
George Holt – Councilmember

**OTHERS PRESENT:** Cheryl Ready, Art Vinson, Laurie Vinson

**Agenda (Attachment A)**

**1. Mayor Pro Tem’s Announcements**

None.

**2. Committee Reports**

- a. **Trees, Parks, and Recreation Board** – Cheryl Ready provided the report for this Board.
- b. **Sustainability Committee** – Laura McCanless provided the report for this Committee. She announced plans to move forward with fall plantings of native plants for an estimated cost of \$3,670 to be paid from funds available in the FY 2023 budget. Mayor Eady has approved moving forward with this purchase due to the need to get on ReForest ATL’s planting list quickly.
- c. **Planning Commission** – Bill Andrew provided the report for this Commission.
- d. **Downtown Development Authority (DDA)** – Mike Ready provided the report for this Authority.

**3. Consider the Pricing so the City may Contract for Bike/Ped Path Concrete Repair and Removal of Whatcoat Sign and the Catherine Boyd Memorial Stone at the Cemetery (Attachment B)**

Jody Reid stated that there are two separate proposed contracts for work to be considered. One is for concrete repair behind Old Church and the other one is for removal of the Whatcoat Sign and the Catherine Boyd Memorial Stone at the Cemetery. Bids were received from American Field Maintenance and HCS Services for both jobs. American Field Maintenance provided the lower bids for both projects. Staff has verified with other cities that American Field Maintenance is reputable and does good work.

City Manager Bill Andrew advised that the sign and memorial stone will be stored at the Maintenance shop. Mayor Eady has reached out to Professor Ellison with Emory University about facilitating a discussion regarding how to properly recognize the contributions of enslaved African Americans in the Oxford community. Other resources for this effort are also being sought.

Mr. Andrew also mentioned that the State owns the Whatcoat sign, and they have recommended that it be destroyed since it is being removed from its location. However, the City of Oxford has declined to destroy it until further discussion is held.

Art Vinson asked if there is some kind of reassurance that the items being removed will not be damaged while being moved or stored in the event a decision is made to restore them to their original places.

Jim Windham stated that the City requires a \$1,000,000 liability Certificate of Insurance for all contracts. Both of the items are outside currently, so storage should not cause them to deteriorate further. Jody Reid advised he plans to store them out of the way of normal work traffic flow.

**4. Consideration of the Recommendation to Change Credit Card Providers for In-Person Services and to Add Online and IVR (Phone) Payments for Citations (Attachment C)**

City Clerk Marcia Brooks stated that the City of Oxford has an opportunity to provide enhanced payment services for individuals paying for traffic citations by providing online and pay-by-phone options. The customer is charged a fee of 6% for using the service. There is no additional cost to the City, and there is no contract term.

In addition, the company, Government Window, can provide point-of-sale (POS) terminals at our lobby window which would allow us to accept Visa, Mastercard, Discover and American Express in person. We currently do not accept Visa payments in-house and must ask many customers for another form of payment because of this. There is no cost to the City for the POS terminals, and no cost per card transaction for the City. The cost to the customer in person is 4% of the amount being paid for citations, and 3.5% (1.50 minimum charge) for all other types of payments.

Ms. Brooks discussed the advantages of this arrangement, which were outlined in a memorandum to the City Council. She asked that these be voted on as two different issues, because either change would benefit the City Clerk's office staff.

She confirmed that she does not know at this time whether this service will integrate with BS&A software. However, since there is no long-term contract, it will not be a problem to transition to another company.

**5. Consider a request by Mauldin & Jenkins to increase audit costs by 7%**  
(Attachment D)

Bill Andrew stated that Mauldin & Jenkins, the City's audit firm, made a request to increase their fee for the FY 2022 audit by 7% over their original proposal. They indicated that they lost money on the FY 2021 audit and would like to recoup those losses. Mr. Andrew pointed out that even with the 7% increase, their proposed fee for the FY 2022 audit is still less than the fees proposed by the other bidders.

**6. Update on the Dried Indian Creek Project Funding: Congressional Earmark, Transportation Alternatives Program (TAP), and Georgia Outdoor Stewardship Program (GOSP)**

Bill Andrew presented an update on the funding for the Dried Indian Creek Project. He explained that the project is going to be more costly than originally believed, and that funding will need to come from several sources including the Congressional Earmark, TAP funds and GOSP funds along with a 20% match. The anticipated cost of the project is estimated to be about \$5 million and will cover stream restoration and development of a trail from around E. Soule Street to I-20.

The TAP application is due this Friday, and the City is required to commit to a match of \$250,000. Mayor Eady has advised Mr. Andrew he agrees the City needs to submit the application. There was no opposition from those present.

**7. Other Business**

- a. Consider moving the September 5, 2022 Regular City Council Meeting to September 6, 2022 at 7:00 p.m. to avoid a conflict with the Labor Day Holiday.**  
The City Council agreed to make this change.

**8. Work Session Meeting Review**

- a. Contracts for repair of concrete behind Old Church and removal and storage of sign and memorial stone – vote in September regular session  
b. Payments online and by phone for citations and change of credit card providers for in-person transactions – vote in September regular session  
c. Increase Mauldin & Jenkins rate by 7% for the FY 2022 audit – vote in September regular session

**9. Executive Session**

None.

**10. Adjourn**

The meeting was adjourned by Mayor Pro Tem Ready at 7:29 p.m.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Marcia Brooks". The signature is written in a cursive, flowing style.

Marcia Brooks  
City Clerk/Treasurer

**Oxford Mayor and Council**  
**Work Session**  
**Monday, August 15, 2022 – 6:30 P.M.**  
**Oxford City Hall**  
**110 W. Clark Street, Oxford, Georgia**  
**Agenda**

1. Mayor Pro Tem's Announcements
2. **Committee Reports** – The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, and Sustainability Committee will update the Council on their recent activities.
3. **\*Consider the Pricing so the City may Contract for Bike/Ped Path Concrete Repair and Removal of Whatcoat Sign and the Catherine Boyd Memorial Stone at the Cemetery**
4. **\*Consideration of the Recommendation to Change Credit Card Providers for In-Person Services and to Add Online and IVR (Phone) Payments for Citations**
5. **\*Consider a request by Mauldin & Jenkins to increase audit costs by 7%**
6. **Update on the Dried Indian Creek Project Funding: Congressional Earmark, Transportation Alternatives Program (TAP), and Georgia Outdoor Stewardship Program (GOSP)**
7. **Other Business**
  - a. Consider moving the September 5, 2022 Regular City Council Meeting to September 6, 2022 at 7:00 p.m. to avoid a conflict with the Labor Day Holiday.
8. **Work Session Meeting Review** – Mayor Pro Tem Ready will review all the items discussed during the meeting.
9. **Executive Session**

\*Attachments



**AMERICAN FIELD MAINTENANCE, INC.**

70 Piper Road  
Building 1, Bay 4  
Covington, Georgia 30014

Phone (770) 788-7327 Fax (770) 788-7326

**QUOTE SHEET**

May 3, 2022

City of Oxford  
110 West Clark St.  
Oxford, Georgia 30054  
Attn: Jody Reid

**Re: Concrete Repair Behind Old Church @ Wesley St,**

Quote # 22-002 Oxford

We are pleased to provide a bid on the following:

American Field Maintenance, Inc. (AFM) will provide labor, equipment and material to:

1. Sawcut and remove (1) 9' x 9' section of damaged concrete.
2. Remove exposed roots and excavate.
3. Form and pour section with new concrete.

**TOTAL PROJECT – \$2,950.00**

Terms: NET 30. Prices are good for thirty days.

We appreciate the opportunity to be of service to you. If you should have any questions on the above quote, please call Rod Richardson.

Sincerely,

Rod Richardson

All material is guaranteed to be as specified. All work is to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date Accepted \_\_\_\_\_

Signature \_\_\_\_\_

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Oxford has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

726147  
Federal Work Authorization  
User Identification Number

11/10/2013  
Date of Authorization

**American Field Maintenance, Inc.**  
Name of Contractor

**Concrete Repair**  
Name of Project

**City of Oxford**  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Aug 8<sup>th</sup> 2022 (date) in Douglasville (city), GA (state).

[Signature]  
Signature of Authorized Officer or Agent

Neil Taylor  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 8<sup>th</sup> DAY OF August, 2022.

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
September 2, 2023







# AMERICAN FIELD MAINTENANCE, INC.

70 Piper Road  
Building 1, Bay 4  
Covington, Georgia 30014

Phone (770) 788-7327 Fax (770) 788-7326

## QUOTE SHEET

May 3, 2022

City of Oxford  
110 West Clark St.  
Oxford, Georgia 30054  
Attn: Jody Reid

**Re: Remove Kitty Shell Monument from the Cemetery**

Quote # 22-004 Oxford

We are pleased to provide a bid on the following:

American Field Maintenance, Inc. (AFM) will provide labor, equipment and material to remove the monument from the cemetery and transport to the Oxford Maintenance shop. This price includes a telescoping forklift or boom truck for rigging.

**TOTAL PROJECT – \$3,185.00**

Terms: NET 30. Prices are good for thirty days.

We appreciate the opportunity to be of service to you. If you should have any questions on the above quote, please call Rod Richardson.

Sincerely,

Rod Richardson

All material is guaranteed to be as specified. All work is to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date Accepted \_\_\_\_\_

Signature \_\_\_\_\_

**AMERICAN FIELD MAINTENANCE, INC.**

70 Piper Road  
Building 1, Bay 4  
Covington, Georgia 30014

Phone (770) 788-7327 Fax (770) 788-7326

**QUOTE SHEET**

May 3, 2022

City of Oxford  
110 West Clark St.  
Oxford, Georgia 30054  
Attn: Jody Reid

**Re: Remove Whatcoat St. Memorial Plaque**

Quote # 22-003 Oxford

We are pleased to provide a bid on the following:

American Field Maintenance, Inc. (AFM) will provide labor, equipment and material to:

1. Remove existing bolts and nuts.
2. Remove the plaque and transport to the Oxford maintenance shop.
3. Provide telescoping forklift.

**TOTAL PROJECT – \$3,030.00**

Terms: NET 30. Prices are good for thirty days.

We appreciate the opportunity to be of service to you. If you should have any questions on the above quote, please call Rod Richardson.

Sincerely,

Rod Richardson

All material is guaranteed to be as specified. All work is to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date Accepted \_\_\_\_\_

Signature \_\_\_\_\_

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Oxford has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

726147  
Federal Work Authorization  
User Identification Number

11/10/2013  
Date of Authorization

**American Field Maintenance, Inc.**  
Name of Contractor

**Sign Removal**  
Name of Project

**City of Oxford**  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Aug 8th 2012 (date) in Covington (city), GA (state).

[Signature]  
Signature of Authorized Officer or Agent

Neil Taylor  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 8th DAY OF August, 2012.

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
September 2, 2013





## Memo

**To:** Bill Andrew, City Manager

**From:** Marcia Brooks, City Clerk/Treasurer

**Date:** August 10, 2022

**Re:** Recommendation to Change Credit Card Providers for In-Person Services and to Add Online and IVR (Phone) Payments for Citations

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Government Window is a company that integrates with our Case Management software, Courtware, for payment of traffic fines online and by phone. I would like to recommend that we sign an agreement with them for this service to help streamline work in the City Clerk's office. They also offer Point of Sale solutions for in-person customers for other types of payments, and I would like to recommend that we change from our current credit card provider for in-person payments for these services as well.

### Advantages of signing agreement with Government Window

#### **Payments for Citations Online and IVR**

- When payments are made online or by phone, Courtware is automatically updated.
- Payers can see their appearance date for court in the software, and whether their payments make them eligible to avoid coming to court.
- No cost to City of Oxford. Full cost of transaction is passed on to payer – 6%
- No term for contract. City of Oxford is free to exit the contract at any time

#### **In-Person Services**

- Our current credit card services Provider, Govolution, would not allow us to charge customers a convenience fee for Visa utility bill payments, and they could not process Visa without a convenience fee and the other types with a convenience fee. Therefore, the City elected not to accept Visa payments in person (Visa is accepted online through a different credit card services provider, and accounts for about 75% of online payments each month).

Government Window does not have such a limitation. They charge the customer 3.5% or \$1.50 minimum for non-citation payments and 4% in person for citation payments. There is no cost to the City of Oxford – their full cost is passed along to the customer. For reference, current in-person fees passed to customers are 2.75% per transaction for MC, Discover, and Amex. While

the fee itself may be higher for some customers, being able to accept Visa in the office would help us tremendously in not having to see customers multiple times when they have to go get some other form of payment.

- No term for contract. City of Oxford is free to exit the contract at any time. We do not yet know the details of the payment services with our new vendor, BS&A. If BS&A cannot integrate with Government Window, we can move to the BS&A provider for most payments but still retain Government Window's services for payment of citations.
- Acceptance of Visa in the office will help reduce the manual tasks related to processing checks and cash, which must be kept in a till, balanced, and deposited. We frequently have customers wanting to pay Visa, which we cannot accept right now. Credit card deposits are automatically submitted to our bank, so no physical deposit is required for them.
- Our current in-person credit card processor does not provide customer-facing Point-of-Sale (POS) terminals. Staff must keep a separate web application open to process the credit card sale. Government Window offers customer-facing POS terminals, so staff only need to open the web application to process the card if the terminal will not accept the automated card process (this occurs occasionally with all credit card systems and is usually caused by the condition of the card).
- Our current in-person credit card processor charges us \$89 per year for encryption of credit card data, a PCI-DSS requirement. Government Window's applications and card readers are PCI-DSS compliant, and no additional charge is assessed by them for this service.

I would like to add that I have discussed this payment option with Judge Hathorn, and he is supportive of the change as long as the new web page includes attestations by the payer that are currently attested to on paper. The City of Covington utilizes Government Window for citation payments. A screenshot of their entry screen for payment of citations is attached. Our screen would look very similar, but with our logo and court information.

I would appreciate your consideration of these changes. Once the agreement is signed, Government Window would engage in a project period with us to get a web page set up for citation processing online, and to get us set up with the new POS terminals. We would also need to engage with Courtware to enable integration of the solution with their software.



Start Over

ONLINE PAYMENTS - TRAFFIC TICKETS

**COVINGTON, GA - TICKET**

Welcome to the online Traffic Ticket payment page for Covington, GA, where Visa, MasterCard, Discover and American Express are accepted. Note there is a service fee charged by a third-party company, Government Window, to cover the cost of this convenient and secure payment service.

**TICKET SEARCH**

Ticket/Citation #: \*

OR

Driver's License #: \*

Search

For court dates, ticket amounts, and even to pay by phone, please call toll free 1-877-502-7888.

Translate:

**Covington, GA**

**Court Services**  
2116 Stallings St NW  
Covington GA 30014  
770-385-2141

[GovtWindow Help](#)  
(877) 575-7233  
or [Send Email](#)  
or [Read FAQ](#)

\* = Required



# No Term, Non-Exclusive SaaS Agreement



Government Window, LLC (the “Principal”) of 175 Townpark Drive NW., Suite 425, Kennesaw GA 30144, hereby grants:

*Name of End-User (Licensee)*

of

*Full Address*

a non-exclusive license to use the Licensed Items defined in Schedule “A” hereunder

## Schedule “A” - Licensed Items

The Principal agrees to make the following applications available to the End-User as per the terms and conditions defined on the reverse hereof: *(Please fill appropriate application and function where W = Web, P = Point of Sale, I = IVR & T = ITR.)*

	Module	Contact Person	Telephone #	Function	Rate
	Traffic Tickets			W/P/I/T	
	Bail			W/P/I/T	
	Probation			W/P/I/T	
	Child Support			W/P/I/T	
	Business Licenses			W/P/I/T	
	Permits			W/P/I/T	
	Property Tax			W/P/I/T	
	DMV Tags			W/P/I/T	
	Parks & Recreation			W/P/I/T	
	Income Tax			W/P/I/T	
	Schools			W/P/I/T	
	Donations			W/P/I/T	
	Misc Payments			W/P/I/T	
	Records & Deeds			W/P/I/T	
	eStore			W/P/I/T	
	Patient Bills			W/P/I/T	
	Utilities			W/P/I/T	
	Garbage			W/P/I/T	





# Software as a Service Agreement

## 1. Definitions

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- 1.1 "**Principal**" shall mean Government Window LLC of 175 Townpark Drive NW, Suite 425, Canton, Georgia 30144, USA.
- 1.2 Software-as-a-Service agreement ("**SaaS**") shall be defined as the delivery model in which the **Licensed Items** are delivered on a subscription basis and are hosted centrally at a location or locations of the **Principals** choosing and is accessed by the **End-User** or the **End-User's** customers through a thin client via a web browser, collectively referred to as the "**Agreement**."
- 1.3 "**Licensed Items**" shall mean the **Principal's** programs listed on Schedule "A" together with all related documentation, sales aids, training aids, and including all revisions and corrections thereto, whether made by the **Principal**, and any such additional software as it may offer to its clients from time to time during the currency of this **Agreement**. **Licensed Items** shall include object code for the **Principal's** programs acquired, whether used at its **Installation Address** as defined hereunder, or through a public cloud as **SaaS** and any user manuals and related documentation, in machine readable or printed form.
- 1.4 "**End-User**" shall mean any person, institution, government agency, closed corporation or company that is either the facilitator or the ultimate user of the **Licensed Items** supplied by the **Principal** and defined on the face hereof.
- 1.5 "**Party**" shall mean either the **End-User** or the **Principal** interchangeably.
- 1.6 "**Parties**" shall mean both the **End-User** and the **Principal** collectively.
- 1.7 "**Installation Address**" being the physical location of the computer hardware and the location at which the **End-User** stores their back-office data and/or from which the **End-User** hosts its Internet Website.
- 1.8 "**Industrial Property Rights**" shall mean all property in and rights to patents, license, **Trademarks**, trade names, inventions and copyrights relating to the origin, design, manufacture, programming, operation and/or service of **Licensed Items**.
- 1.9 "**Trademarks**" shall mean any proprietary marks used by the **Principal** in the marketing of the **Licensed Items**.
- 1.10 The headings and clauses of these terms and conditions are intended for convenience only and shall in no way affect their interpretation.
- 1.11 Words importing natural persons shall include bodies corporate and other legal personae and vice versa.
- 1.12 Any particular gender shall mean the other gender, and vice-versa. The singular shall include the plural and vice-versa.

## 2. License

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- 2.1 Whereas the **Principal** is the author of the **Licensed Items** and as such the **Principal** is entitled to supply such **Licensed Items** to **End-Users** on the terms and conditions set out hereunder.
- 2.2 The **End-User** acknowledges that he is not an agent of the **Principal**.
- 2.3 The **Principal** hereby grants to the **End-User** an individual, non-exclusive, non-transferable License to use one original copy of the **Licensed Items** detailed in Schedule "A" attached hereto, at the Registered Address and to make available to its clients and or customers **Licensed Items** through the **SaaS** model on the terms and conditions contained herein.
- 2.4 Services provided under this **Agreement** shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the contents of clause 3 herein. The term of the services and any renewal period if so stipulated are collectively

defined as the "**Services Term**." At the end of the **Services Term**, all rights to access or use of the services, including the **Licensed Items** listed in the ordering document, shall end. The **Licensed Items** and all copies thereof are the property of the **Principal** and title thereto shall remain with the **Principal**. All **Industrial Property Rights**, title or interest in the **Licensed Items** will at all times remain with the **Principal**.

## 3. The End-User agrees:

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- 3.1 to secure and protect the **Principal's** proprietary rights in the **Licensed Items** and all copies, and modifications thereof, and to take appropriate action by instruction to, or agreement with its employees, clients and/or suppliers who are permitted access to the **Licensed Items**;
- 3.2 to instruct its employee, clients and/or suppliers having access to the **Licensed Items** not to copy, decompile, disassemble, reverse engineer or duplicate the **Licensed Items** or make disclosure with reference thereto or any component thereof to any third party;
- 3.3 to reproduce the **Principal's** copyright notice on all material related to or part of the **Licensed Items** on which the **Principal** displays such copyright notice, including any -copies made pursuant to this **Agreement**.
- 3.4 The **End-User** agrees not to remove any copyright notices, trademark credits, confidentiality notice, mark, legend or other information included in the **Licensed Items**. The existence of any copyright notice shall not be deemed to constitute or acknowledge a publication of the **Licensed Items**.
- 3.5 The **End-User** shall not purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under this Agreement or the **Licensed Items** without the previous consent in writing of the **Principal** which shall not unreasonably be withheld.

## 4. Termination

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- 4.1 This Agreement shall commence on the date of this **Agreement** (the "**Commencement Date**") and shall continue in effect until terminated in terms of this **Agreement**.
- 4.2 Either the **Principal** or the **End-User** may terminate this **Agreement** to use any **Licensed Items** by the **End-User**, by giving the other **Party** thirty (30) days written notice of termination at least thirty (30) days preceding the end of any calendar month.
- 4.3 In the event that the **End-User** fails to keep, observe or perform any term or condition of this Agreement or the **End-User** terminates this Agreement prior to the end of the term or by the **Principal** as a result of **End-User** breach, the **Principal** will be entitled to, at its sole and absolute discretion, cease providing any or all services as defined herein, forthwith without any recourse by the **End-User** against the **Principal**.
- 4.4 The **End-User** shall upon termination of the license as contemplated in this **Agreement** destroy the **Licensed Items** and all copies thereof that is in the possession of the **End-User**, regardless of the location of such copies and certify in writing to the **Principal** that the **Licensed Items** and all copies that were subject to the license, have been destroyed.
- 4.5 Should an **End-User** continue to use the **Licensed Items** once the license has been terminated in terms of this **Agreement**, the **End-User** shall be liable to the **Principal** for all damages as a consequence of such an act.
- 4.6 Upon termination of this license, all rights and obligations shall cease, except the **Party's** obligation to maintain the confidentiality of the other **Party's** proprietary information.

## 5. General

- 5.1 Neither the **Principal**, nor the **End-User** will disclose the other **Party's** confidential information to any third party and will use it only for the purposes of this **Agreement**.
- 5.2 The **End-User** recognises and agrees that the **Licensed Items** shall be treated as secret and confidential. Without limiting the generality of the foregoing, such confidential information shall include know-how, methods, techniques, processors, specifications, designs, computer logic, source codes, drawings, arrangements, research and development data, and combinations of such information; provided, however, that any such information shall not be regarded as secret or confidential which:-
- 5.2.1 is or becomes, a part of the public domain through no act or omission by the **End-User** or its employees; or
- 5.2.2 has been or is hereafter independently conceived, perfected or developed by the **End-User** or any company affiliated with the **End-User** or the employees thereof, or is now or hereafter in such affiliated company's, or any such employee's lawful possession as shown by their written records; or
- 5.2.3 is hereafter lawfully disclosed to the **End-User** or any of its employees by a third party which does not acquire the information under any obligation of confidentiality from or through the **Principals** or any employee of the same.
- 5.3 The **Principal** shall be entitled at any time to cede and assign its rights and obligations in terms of this agreement.

## 6. b0:2a:43:47:9f:bd Warranty

- 6.1 THE **PRINCIPAL** DOES NOT GUARANTEE THAT THE **LICENSED ITEMS** WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT THE **PRINCIPAL** WILL CORRECT ALL SERVICES ERRORS. THE **END-USER** ACKNOWLEDGES THAT THE **PRINCIPAL** DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THE **PRINCIPAL** IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 6.2 IT IS SPECIFICALLY RECORDED THAT THE **PRINCIPAL** PROVIDES THE **LICENSED ITEMS** "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 **Principal's** liability in respect hereof is specifically restricted to the repair or replacement of defective **Licensed Items** referred to on Schedule "A" and except as provided in this clause and to the extent permitted by Law in the state of Georgia, the **Principal** will not be under any liability howsoever arising in respect of defects in the **Licensed Items** or for any injury, damage or consequential loss of whatsoever nature arising from such defects or any work done in connection herewith.
- 6.4 Neither **Party** shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated **Party**; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated **Party**. Both **Parties** hereto will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either **Party** may cancel unperformed services upon written notice. This section does not excuse either **Party's** obligation to take reasonable steps to follow its normal disaster recovery procedures.
- 6.5 The **Principal's** liability in terms of clause 6.3 above shall lapse in the

event of the **End-User** or any third party attempting to modify or effect remedial measures to any of the **Licensed Items**.

- 6.6 The **End-User** acknowledges that he has no claim against the **Principal** of whatsoever nature arising out of or in connection with this agreement.
- 6.7 This warranty is in lieu of any other warranty, expressed or implied, save as set out in clauses 6.1 to 6.6 above, and the **End-User** acknowledges that the **Principal** gives no other warranties whatsoever.
- 6.8 This Agreement contains all the terms and conditions agreed between the **Parties** and no variation of any of these conditions shall be binding on either **Party** unless agreed to in writing by both **Parties**
- 6.9 No relaxation or indulgence which the **Principal** may have extended to the **End-User** under this Agreement and no waiver by the **Principal** of any of its rights with respect to any breach of this Agreement shall in any way prejudice the **Principal's** right or be deemed to operate as a waiver in respect of any other breach.
- 6.10 The **Parties** acknowledge that they have not been induced or coerced into this contract by virtue of any representation, statements or warranties made by the other **Party** hereto or any persons acting on their behalf which are not included herein. The **Parties** shall not be responsible for any representations which may be made from time to time by their representatives, servants or agents save as may be contained herein.
- 6.11 You agree (i) that the **Principal** may identify **End-User** as a recipient of services and use the **End-User's** logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by the **Principal** on its website for promotional purposes.

## 7. Legal

- 7.1 To the extent permitted by Georgia law, the **End-User** shall be liable for all reasonable costs incurred by the **Principal** in connection with the recovery of **Licensed Items**, such costs to be paid on the attorney and own client scale as well as all other costs incurred by the **Principal**.
- 7.2 This Agreement is governed by the substantive and procedural laws of Georgia and the **Parties** agree to submit to the exclusive jurisdiction of, and venue in, the courts in Cherokee County in Georgia in any dispute arising out of or relating to the Agreement.
- 7.3 The Uniform Computer Information Transactions Act does not apply to this SaaS agreement or orders placed under it. **End-User** understands that the **Principal's** business partners, including any third party firms retained by **End-User** to provide computer consulting services, are independent of the **Principal** and are not the **Principal's** agents. The **Principal** is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a **Principal** subcontractor on an engagement ordered under this Agreement.
- 7.4 Any notice under this Agreement shall be in writing and shall be given if served at the **End-User's** registered office and shall in the case of posting be deemed to have been served on the third business day after registered posting. The **End-User** may change its chosen domicillium on seven (7) days written notice to the **Principal** sent by registered post provided such changed address remains within the Territory
- 7.5 Each clause in these terms and conditions is severable, the one from the others of them, and if any of them is found to be unenforceable for any reason whatsoever the others of them shall remain in full force and effect.

**City of Oxford**  
**Annual Audit Services**  
**Bid Summary**

Bid Opening - 10 AM on Monday, June 14, 2021 at Oxford City Hall

Company	2021 Audit Amount	2022 Audit Amount	2023 Audit Amount	2024 Audit Amount	2025 Audit Amount	Total Bid Amount	Single Audit Amount
1 <i>Bates Carter</i>	\$ 26,500	\$ 26,500	\$ 26,500	\$ 26,500	\$ 26,500	\$ 132,500	\$ 3,500
2 <i>Rustan &amp; Company, LLC</i>	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 125,000	\$ 5,000
3 <i>Mauldin &amp; Jenkins</i>	\$ 20,000	\$ 20,000	\$ 21,000	\$ 23,000	\$ 23,000	\$ 106,000	\$ 5,000
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$

Bids Opened By: *Charles Hall*  
 Charles Hall

Summary Recorded By: *Matthew Pepper*  
 Matthew Pepper

Mauldin & Jenkins is preparing the engagement letter for the FY 2022 audit and has reached out to staff to let us know their audit fees have increased. The firm has raised their rates 7% (since the initial contract with the City), due to continued rising costs. Mauldin & Jenkins had a very large write off in the first year of the audit and did not send any additional billings to the City.

Mauldin & Jenkins is asking if the City would be willing to agree to this 7% increase? Our current contract for 2022 is \$20,000 and the 7% would push us up to \$21,400.