

## Walton County Department Agenda Request

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Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Kim McCord**

Meeting Date Request: **06/02/2026**

Has this topic been discussed at past meetings? **No**

If so, When?

TOPIC: **WO Industries LLC (DBA: DutyHub)**

Wording For Agenda: **WO Industries LLC DBA: DutyHub Software Service Agreement**

This Request: **Informational Purposes Only** Needs Action by Commissioners\* **Yes**

\*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation:

Additional Documentation Attached? **Service Agreement, Completed Vendor Application**

Is review of this request or accompanying documentation by the County Attorney required? **Yes**

If so, has a copy of the documentation been forwarded to County Attorney? **Yes**

Date forwarded to County Attorney: **5/21/2026**

Has the County Attorney review been completed? **No**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget? **WO Industries LLC (DBA: DutyHub) will replace the Collective Data Agreement which was approved in the FY27 budget and has been canceled to be effective 6/30/2026**

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



# SOFTWARE AS A SERVICE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT (the "Agreement") is entered into as of July 1, 2026 (the "Effective Date"), by and between:

**PROVIDER:**

WO Industries, LLC  
(dba "DutyHub")  
240 Whisperwood Lane  
Athens, GA 30605  
Sales@dutyhub.app

**CUSTOMER:**

Walton County Sheriff's Office  
350 Georgia Ave  
Monroe, GA 30655

## 1. SERVICES AND SUPPORT

**1.1 Provision of Service.** Subject to the terms of this Agreement, Provider will provide Customer access to the **DutyHub Core Package**, which includes the following modules: **Quartermaster, Training, Armory, Activity Logs, Fleet Maintenance, and Proof Creations.**

**1.2 Onboarding.** Provider shall provide setup and initial training services as specified in the "Fees" section below.

**1.3 Service Levels.** Provider will use commercially reasonable efforts to make the DutyHub application available 24/7, excluding downtime caused by factors outside Provider's control or scheduled maintenance.

## 2. INTELLECTUAL PROPERTY AND RESTRICTIONS

**2.1 Provider Ownership.** Provider owns and retains all right, title, and interest in and to (a) the DutyHub application and software, including all improvements, enhancements, or modifications thereto; and (b) any software, applications, inventions, or other technology developed in connection with Implementation Services or support.

**2.2 Usage Restrictions.** Customer shall not, directly or indirectly: reverse engineer, decompile, or otherwise attempt to discover the source code or underlying structure of the Services; modify or create derivative works based on the Services; or use the Services for timesharing or service bureau purposes.

## 3. FEES AND PAYMENT

**3.1 Subscription Fee.** Customer shall pay an annual SaaS fee of **\$19,500.00** for access to the DutyHub Core Package.

**3.2 Additional Modules.** Provider may, from time to time, develop and release additional modules or features outside of the Core Package. Access to such additional modules is not included in the Subscription Fee and may be subject to additional fees and a separate or amended Statement of Work if Customer elects to purchase them.

**3.3 Implementation Fee.** A one-time setup and training fee of **\$4,000.00** is due upon the Effective Date.

**3.4 Payment Terms.** Fees for the first year and the implementation fee are due within 30 days of the Effective Date. Subsequent annual fees are due on the anniversary of the Effective Date.

**3.5 Late Payments.** Provider reserves the right to suspend Services if an invoice is more than sixty (60) days past due.

## **4. TERM AND TERMINATION**

**4.1 Initial Term.** The initial term of this Agreement shall be **three (3) years** from the Effective Date.

**4.2 Renewal.** Following the Initial Term, this Agreement shall automatically renew for successive one-year periods unless either party provides notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

**4.3 Price Escalation.** Upon each Renewal Term, the annual SaaS fee shall automatically increase by 5% over the previous year's rate to account for inflation and continued enhancements of the software.

**4.4 Termination for Cause.** Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice.

**4.5 Data Retrieval and Deletion.** Upon termination or expiration of this Agreement, Customer shall have thirty (30) days to retrieve Customer Data from the Service. After such 30-day period, Provider shall have no obligation to maintain or provide any Customer Data and may, unless legally prohibited, delete all Customer Data in its systems.

## **5. GOVERNMENT-SPECIFIC PROVISIONS**

**5.1 Non-Appropriation of Funds.** Customer's obligation to pay fees is contingent upon the annual appropriation of funds by the relevant governing body. If funds are not appropriated, Customer may terminate this Agreement without penalty by providing at least thirty (30) days' written notice.

**5.2 Public Records.** Customer acknowledges that it is subject to the Georgia Open Records Act. Customer shall notify Provider of any requests for Provider's proprietary information or trade secrets to allow Provider the opportunity to seek a protective order or other appropriate remedy.

## **6. DATA PRIVACY AND SECURITY**

**6.1 Ownership.** Customer retains all rights, title, and interest in and to all data entered into DutyHub by Customer users ("Customer Data").

**6.2 Security.** Provider shall maintain commercially reasonable administrative, physical, and technical safeguards designed for the protection and security of Customer Data.

## **7. DATA CONSTRAINTS & COMPLIANCE**

**7.1 Prohibited Data Types.** The DutyHub application is not designed or certified for "Protected Data," including CJIS Data (Criminal Justice Information), PII/PHI (Personally Identifiable or Health Information), or Evidentiary Data.

**7.2 User Prohibition.** Provider strictly forbids the entry or upload of Protected Data into the application. Customer agrees to train all users on this restriction.

**7.3 Indemnification and Disclaimer.** Provider maintains no CJIS-compliant controls. Customer shall indemnify and hold Provider harmless from any third-party claims, fines, or legal costs resulting from Customer's unauthorized entry of Protected Data into the system.

## **8. WARRANTY AND LIMITATION OF LIABILITY**

**8.1 Disclaimer.** Except as expressly set forth herein, Provider disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

**8.2 Limitation of Liability.** To the maximum extent permitted by law, in no event shall WO Industries, LLC be liable for any indirect, punitive, or consequential damages. Provider's total liability shall not exceed the total amount paid by Customer under this Agreement in the 12 months preceding the claim.

## **9. MISCELLANEOUS**

**9.1 Governing Law.** This Agreement shall be governed by the laws of the State of Georgia.

**9.2 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior communications.

**9.3 Severability.** If any provision is found unenforceable, it will be limited to the minimum extent necessary so the Agreement remains in effect.

## **SIGNATURES**

### **WO Industries, LLC (Provider)**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Walton County Sheriff's Office (Customer)**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_